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CONCERNING

CLAIMS AGAINST GREAT BRITAIN.

VOLUME VII.

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1871.
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FEB 3 1914

PAPERS

RELATING TO

THE ALABAMA CLAIMS.

VOLUME II.

PAPERS

RELATING TO

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GREAT BRITAIN THE ARSENAL, THE NAVY-YARD, AND THE TREASURY OF THE INSURGENTS.

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		186					
	Major Gorgas to Major Huse. Richmond.	Jan.	1	Transports between Bermuda, Nassau, and insurgent ports.	48		
	Colonel Gorgas to Major Huse. Richmond.	Feb.	26	Giraffe and Cornubia as transports; one or two more needed.	48		
	Colonel Gorgas to Major Huse. Richmond.	Mar.	8	Plenty of supplies at Bermuda; buy two more swift steamers; Cornubia and Merrimac good purchases; 5,000 small-arms received; 60,000 at Bermuda. War will be indefinitely prolonged; our supplies must come from abroad; 100,000 small-arms needed; other arms needed. Navy department already copiously supplied with money abroad; war department will be.	48		
	Colonel Gorgas to Major Huse. Richmond.	Mar.	9	Has made a draft on Fraser, Trenholm & Co. in his favor for over £200,000.	49		
٠	Major Walker to Major Huse. Bermuda.	Mar.	21	The Cornubia is expected; is authorized to use proceeds of cotton to defray incidental expenses. Coaling, supplying, and getting the Merrimac ready for sea requires a large outlay; has shipped 600 barrels of gunpowder.	50		
	Major Walker to Major Huse. Bermuda.	Mar.	29	Will ship cotton to Fraser, Trenholm & Co. for the credit of the ordnance bureau; coal needed at Bermuda for the government steamers.	50		
	Colonel Gorgas to	'April	14	Ship 20,000 Enfield rifles baynoets	51		
	Major Huse. Richmond telegram.			Digitized by Goo	gle		

No.	From whom and to whom.	Date	3.	Subject.	Page.
		100			
	Colonel Gorgas to Major Huse. Richmond.	186: May	6	Wants invoices, lead and saltpeter in large quantities, 150,000 bayonets; very little can come amiss. Bermuda promises to be a large depot. Stansbury in charge of stores there; Walker in charge of shipping and financial business.	51
	Colonel Gorgas to Major Walker. Richmond.	May	8	Cornubia wants new boilers from Liverpool	52
	Major Walker to Major Huse. Bermuda.	May	16	Fraser, Trenholm & Co., the consignees of all the cotton from Bermuda, might be happy to furnish coal.	52
	Colonel Gorgas to Maj. Stausbury. Richmond.	Мау	19	Proceed to Bermuda; take charge of ordnance stores "in transitu;" report to Walker; make an inventory of all confederate prop- erty stored there; keep the stores of each bureau in separate depots; secure the neces- sary warehouses; Walker will lease them; arrange the stores to be shipped without delay; hire or build safe depots for powder and saltneter; attend particularly to ord-	52
	Major Walker to Major Huse.	May	23	nance stores; fill orders approved by me; order from London what is lacking. Mr. Lawley, correspondent of the London Times, makes a postmaster of him.	53
	Bermuda. Major Walker to Major Huse. Bermuda.	Мау	23	My stock of coal is almost exhausted	53
	Colonel Gorgas to Major Walker. Richmond.	June	1	Great need of lead, also cartridge paper	54
	Colonel Gorgas to Major Walker. Richmond.	June	3	Send pistol-caps and alcohol by first steamer; twenty tons of lead by each steamer.	54
	Colonel Gorgas to Major Huse. Richmond.	June		One hundred and fifty to two hundred tons of saltpeter per month would not be too much.	54
	Mr. St. John to Colonel Gorgas. Richmond.	June	12	Needs monthly, both from Bermuda and Nassau, forty tons of lead and sixty tons of saltpeter as a minimum; 1,000 tons of lead and 800 tons of saltpeter should be rapidly accumulated at each depot; Gorgas indorses to Stansbury. Make this your "earliest duty."	51
	Major Walker to Major Huse. Bermuda.	June	30	Coal, coal, coal	54
	Major Wolker to Major Huse. Bermuda.	July	9	Coal, coal, coal; six cargoes instead of two	50
	Major Walker to Major Huse. Bernuda.	July	10	Out of coal; obliged to send to Halifax	50
	Major Stansbury to Major Huse. Bermuda.	July	23	Two thousand tons of coal needed as a constant supply, and seven hundred tons per month additional.	56
	Major Walker to Major Huse. Bermuda.	July	27	Has six or seven steamers in port without coal; should have at least a reserve of three or four thousand tons. The Florida has been here for nine days; has received "pretty thorough repairs;" was handsomely saluted with twenty-one guns. The H. Pinckney brought her coal from Halifax.	J

No.	From whom and to whom.	Date.	Subject.	Page.
	Mr. Burton to Major Huse. Leeds.	1863 July 29	Mr. Prioleau and Mr. Batley have duly signed the contract for the supply of armory ma- chinery for the Confederate States war de- partment; make the necessary arrange- ments for the security of Fraser, Trenholm	58
	Mr. Prioleau to Major Huse. Liverpool.	July 28	Mr. Memminger has instructed us that all financial arrangements are to be made in consultation with us. What shall be our commission in the Burton contract? We want a formal contract, and special cotton shipped at once to meet advances. The loan is down—a perfect panic. New York "lamp-post operations impart a cheerful tone" to things. "Hemp forever!"	58
	Colonel Gorgas to Major Huse. Richmond.		Ship, as soon as possible, 50,000 good Enfield arms. 30,000 additional bayonets, 10,000 cavalry carbines, and large quantities of lead and saltpeter.	59
	Colonel Gorgas to Major Huse. Richmond.	'	Coal must always be on hand at Bermuda to secure desirable results.	59
	Fraser, Trenholm & Co. to Major Huse.		Memoranda of cottons received by them for the account of the ordnance department.	60
	Liverpool. Major Walker to Major Huse. Bermuda.	Aug. 7	Major Stansbury has been appointed to take charge here of all goods in transitu, but shipments should be consigned to John F. Bourne, for it is necessary that a British merchant should stand godfather. Thirteen steamers now in port; some chartered by the government to carry in arms. Coal sent by Fraser, Trenholm & Co. very opportune; make heavy and continuous shipments of coal; remember that this port is the distributing center for all departments.	
	Major Stansbury to Major Huse. Bermuda.		Ten million percussion caps needed immediately; other wants.	62
		Aug. 17	Is instructed to buy building materials for the armory building at Macon; sends mem- oranda; gun-carriages and laboratory ma- chinery needed. How can funds be fur- nished?	62
	Major Stansbury to Major Huse. Bermuda.	Aug. 18	Trans-Mississippi department must be supplied from Bermuda and Nassau.	63
	Major Stansbury to Major Huse. Bermuda.		Department requires replenishing "with everything necessary for the support of a large army;" mentions supplies "most urgently needed."	63
	Major Bayne to Major Huse. Richmond.	Aug. 22	Speed all the stores ordered for the government "to the islands." The Blakeley guns brought over in Gibraltar (Sumter) will soon be in position.	64
	General Moore to Major Huse. Richmond.	i	Credit the ordnance department with 6d. per pound on all cotton transported to Bermuda or Nassau in its steamers on account of the medical department.	64
	Colonel Gorgas to Major Huse.	Aug. 25	Return the \$2,000,000 worth of bonds	64
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0.	From whom and to whom.	Date.		Subject.	Page.
		1863	2		
	Colonel Gorgas to Major Huse. Richmond.			Does the Harriet Pinckney belong to this department? "There is an obvious advantage in having her registered as British	6
	Major Walker to Major Huse. Bermuda.	Aug.	2 8	property and sailed under the British flag." Need have no apprehensions lest the public character of the government ships should interfere with the prosecution of the business. Our flag has privileges here which are not accorded to the British flag. It is useless to fill the wharves here with goods unless you send us coal.	6
	Fraser, Trenholm & Co. to Major Huse. Liverpool.	Sept.	2	Have made their accounts as full as possible; Walker wants coal from them and £2,000 in coin per month.	6
	Major Stansbury to Major Huse. Bermuda.	Sept.	5	Forward arms, lead, saltpeter, &c., particularly cannon-powder.	6
	Colonel Gorgas to Major Huse. Richmond.	Sept.	7	Ship bonnet-glue for fuse-cases	6
	Fraser, Trenholm & Co. to Major Huse. Liverpool.	Sept.	8	Heyliger and Walker are authorized to draw on us for funds to pay expenses of vessels; have sent coal to Walker; cannot give you an exact statement of all cotton received for ordnance department.	6
	Colonel Gorgas to Major Huse. Richmond.	Sept.	12	Since January 1st 6,000 bales of cotton have been shipped to Walker on account of ord- nance department. How many have ar- rived? What net?	6
	Major Walker to Major Huse. Bermuda.	Sept.	14	Send requisition for Augusta arsenal in your next cargo.	6
	Major Mallet to Major Huse. Macon, Ga.	Sept.	16	Send six months' laboratory supplies for Confederate States arsenals; not to be had here; list transmitted.	6
	Colonel Gorgas to Major Huse. Richmond.	Sept.	17	One 600-pound Blakeley gun at Charleston has burst; find out why.	6
	Colonel Gorgas to Major Huse. Richmond.	Sept.	2 8	Purchase gun-carriage and tools; ship at once. The Phantom, "one of our line from Bermuda," has been chased ashore.	6
	Major Smith to Major Huse. Richmond.	Sept.	30	Incloses warrant in your favor for £100,000 upon C. J. M. McRae, Confederate States depositary.	7
	Colonel Gorgas to Major Huse. Richmond.	Oct.	3	Make bulk of consignments to "regular depot" at Bermuda; send some of government stores to Nassau, care of Heyliger; it is more safe, and nearer; less coal needed.	7
	Major Walker to Major Huse. Bermuda.	Oct.	2	Fraser, Trenholm & Co. will keep me fully supplied with coal. I have funds on hand for two months. There is no danger what ever of government steamers "ever being forbidden the use of this harbor." Documentary evidence of the ownership of the Lemuella was not even read here.	
	General Moore to Major Huse. Richmond.	Oct.	14	Continue to make purchases for the medical department; send a portion of each article in each shipment; cotton will be forwarded to your order to meet expenses.	7
	Mr. Prioleau to Major Huse. Liverpool.	Oct.	14	Who owns the Gibraltar (Sumter?) Shall we ignore our ownership altogether, or sell to the government, or run her in our own name, charging government freight?	7

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	Mr. Wilding to Major Greig. Liverpool.	July 4	Informs him that Bullock has come to fit out privateers, in order that he may take such measures as are advisable.	72
	Mr. Wilding to Mr. Edwards. Liverpool.		Same as above	72
:	Mr. Dudley to Mr. Adams. Liverpool.	1862 April 5	Suspects that the Lairds are building a gun- boat for the insurgents.	73
	Mr. Dudley to Mr. Edwards. Liverpool.	June 20	Gives information concerning Lairds' gun- boat that she may be stopped.	73
	Mr. Dudley to Mr. Adams. Liverpool.	July 10	Evidence in regard to Lairds' gun-boat	74
	Mr. Dudley to Mr. Adams. Liverpool.	July 14	The gun-boat is taking in plugs for shot-holes.	75
:	Mr. Dudley to Mr. Adams. Liverpool.	July 18	Has retained Mr. Squarey; the gun-boat has taken on coal.	75
	Mr. Dudley to Mr. Adams. Liverpool.	July 28 July 29	She has gone, not to return; (various telegrams.)	76
	Mr. Dudley to Mr. Adams. Liverpool.	July 29	To the same effect	76
	Affidavit of Fred- erick Morrison. Liverpool.	1871 Aug. 16	The people in Lairds' yard generally supposed that the Alabama was building for the insurgents.	77
	Affidavit of Jos. Lamphier. Liverpool.	Aug. 15	Morgan, surveyor of customs, told me he had no doubt but that Lairds' gun-boat was intended for the insurgents.	78
	Mr. Dudley to Mr. Adams. Liverpool.	Aug. 11 Aug. 12	The Bahama starts for the Alabama; (telegrams.)	78 79
	Mr. Dudley to Mr. Adams. Liverpool.	Nov. 18	The officers and crew of the Alabama	79
	Affidavit of C. R. Yonge. Liverpool.	1863 April 6	Captain Bullock's transactions as insurgent naval agent; the building and fitting out of the Florida and Alabama.	79
-	Affidavit of John Caren.	1871 Aug. 19	Everybody at Birkenhead knew that Lairds' gun-boat was for the insurgents.	. 89
	Liverpool. Affidavit of Betsy Allcot. Liverpool.	Aug. 25	While my husband was away in the Alabama I got the money on his half-pay notes at Klingender & Co., and while he was on the Shenandoah I got it at Fraser, Trenholm & Co.	84
	Mr. Dudley to Mr. Adams. Liverpool.	1864 Jan. 29	The Castor is off again with coal	87
	Affidavit of Chas. Thompson. Liverpool.	1871 Aug. 25	Jones & Co. the recruiting agents for the Georgia.	87

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	Taylor to Henry- strike. London.	1864 Dec. 1	Certificate of discharge from the Florida	91
	Affidavit of Capt. E. F. Nye. New Bedford.	1871 Sept. 22	What he heard and saw for twenty-six days while a prisoner on board the Shenandoah, when she was making captures in the Arctic Ocean.	92
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	Affidavit of Capt. W. G. Nichols. Boston.	Aug. 2	The condition of the Shenandoah when she reached Melbourne. He was on board thirty days as a prisoner.	101
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		several vessels.	

II-VOL VII

AN ACT to regulate the conduct of Her Majesty's subjects during the existence of hostilities between foreign states with which Her Majesty is at peace. August 9, 1870.

Whereas it is expedient to make provision for the regulation of the conduct of Her Majesty's subjects during the existence of hostilities between foreign states with which Her Majesty is at peace—

Be it enacted by the Queen's most excellent Majesty, by and with the advice and consent of the lords spiritual and temporal, and commons, in this present Parliament assembled, and by the authority of the same,

as follows:

PRELIMINARY.

First. This act may be cited for all purposes as "The foreign enlistment act, 1870."

Second. This act shall extend to all the dominions of Her Majesty,

including the adjacent territorial waters.

Third. This act shall come into operation in the United Kingdom immediately on the passing thereof, and shall be proclaimed in every British possession by the governor thereof as soon as may be after he receives notice of this act, and shall come into operation in that British possession on the day of such proclamation, and the time at which this act comes into operation in any place is, as respects such place, in this act referred to as the commencement of this act.

ILLEGAL ENLISTMENT.

Fourth. If any person, without the license of Her Majesty, being a British subject, within or without Her Majesty's dominions, accepts or agrees to accept any commission or engagement in the military or naval service of any foreign state at war with any foreign state at peace with Her Majesty, and in this act referred to as a friendly state, or whether a British subject or not, within Her Majesty's dominions, induces any other person to accept or agree to accept any commission or engagement in the military or naval service of any such foreign state as aforesaid, he shall be guilty of an offense against this act, and shall be punishable by fine and imprisonment, or either of such punishments, at the discretion of the court before which the offender is convicted; and imprisonment, if awarded, may be either with or without hard labor.

Fitth. If any person, without the license of Her Majesty, being a British subject, quits or goes on board any ship with a view of quitting Her Majesty's dominions, with intent to accept any commission or engagement in the military or naval service of any foreign state at war with a friendly state, or whether a British subject or not, within Her Majesty's dominions, induces any other person to quit or to go on board any ship with a view of quitting Her Majesty's dominions with the like intent, he shall be guilty of an offense against this act, and shall be punishable by fine and imprisonment, or either of such punishments, at

the discretion of the court before which the offender is convicted; and imprisonment, if awarded, may be either with or without hard labor.

Sixth. If any person induces any other person to quit Her Majesty's dominions or to embark on any ship within Her Majesty's dominions under a misrepresentation or false representation of the service in which such person is to be engaged, with the intent or in order that such person may accept or agree to accept any commission or engagement in the military or naval service of any foreign state at war with a friendly state, he shall be guilty of an offense against this act, and shall be punishable by fine and imprisonment, or either of such punishments, at the discretion of the court before which the offender is convicted; and imprisonment, if awarded, may be either with or without hard labor.

Seventh. If the master or owner of any ship, without the license of Her Majesty, knowingly either takes on board, or engages to take on board, or has on board such ship within Her Majesty's dominions any of the following persons, in this act referred to as illegally enlisted persons—that is to say: 1. Any person who, being a British subject, within or without the dominions of her Majesty, has, without the license of Her Majesty, accepted or agreed to accept any commission or engagement in the military or naval service of any foreign state at war with any friendly state. 2. Any person, being a British subject, who, without the license of Her Majesty, is about to quit Her Majesty's dominions with intent to accept any commission or engagement in the military or naval service of any foreign state at war with a friendly state. 3. Any person who has been induced to embark under a misrepresentation or false representation of the service in which such person is to be engaged—with the intent or in order that such person may accept or agree to accept any commission or engagement in the military or naval service of any foreign state at war with a friendly state, such master or owner shall be guilty of an offense against this act, and the following consequences shall ensue; that is to say: 1. The offender shall be punishable by fine and imprisonment, or either of such punishments, at the discretion of the court before which the offender is convicted; and imprisonment, if awarded, may be either with or without hard labor; and 2. Such ship shall be detained until the trial and conviction or acquittal of the master or owner, and until all penalties inflicted on the master or owner have been paid, or the master or owner has given security for the payment of such penalties to the satisfaction of two justices of the peace, or other magistrate or magistrates having the authority of two justices of the peace; and 3. All illegally enlisted persons shall immediately on the discovery of the offense be taken on shore, and shall not be allowed to return to the ship.

ILLEGAL SHIP-BUILDING AND ILLEGAL EXPEDITIONS.

Eighth. If any person within Her Majesty's dominions, without the license of Her Majesty, does any of the following acts—that is to say:

1. Builds or agrees to build, or causes to be built any ship with intent or knowledge, or having reasonable cause to believe, that the same shall or will be employed in the military or naval service of any foreign state at war with any friendly state; or, 2. Issues or delivers any commission for any ship with intent or knowledge, or having reasonable cause to believe, that the same shall or will be employed in the military or naval service of any foreign state at war with any friendly state; or, 3. Equips any ship with intent or knowledge, or having reasonable cause to believe, that the same shall or will be employed in the military or naval service

of any foreign state at war with any friendly state; or, 4. Dispatches, or causes or allows to be dispatched, any ship with intent or knowledge, or having reasonable cause to believe, that the same shall or will be employed in the military or naval service of any foreign state at war with any friendly state—such person shall be deemed to have committed an offense against this act, and the following consequences shall ensue: 1. The offender shall be punishable by fine and imprisonment, or either of such punishments, at the discretion of the court before which the offender is convicted; and imprisonment, if awarded, may be either with or without hard labor. 2. The ship in respect of which any such offense is committed, and her equipment, shall be forfeited to Her Majesty: Provided, that a person building, causing to be built, or equipping a ship in any of the cases aforesaid, in pursuance of a contract made before the commencement of such war as aforesaid, shall not be liable to any of the penalties imposed by this section in respect of such building or equipping if he satisfies the conditions following—that is to say: 1. If forthwith, upon a proclamation of neutrality being issued by Her Majesty, he gives notice to the secretary of state that he is so building, causing to be built, or equipping such ship, and furnishes such particulars of the contract and of any matters relating to, or done, or to be done under the contract as may be required by the secretary of state. 2. If he gives such security, and takes and permits to be taken such other measures, if any, as the secretary of state may prescribe for insuring that such ship shall not be dispatched, delivered, or removed without the license of Her Majesty until the termination of such war as aforesaid.

Ninth. Where any ship is built by order of, or on behalf of, any foreign state when at war with a friendly state, or is delivered to or to the order of such foreign state, or any person who, to the knowledge of the person building, is an agent of such foreign state, or is paid for by such foreign state or such agent, and is employed in the military or naval service of such foreign state, such ship shall, until the contrary is proved, be deemed to have been built with a view to being so employed, and the burden shall lie on the builder of such ship of proving that he did not know that the ship was intended to be so employed in the military

or naval service of such foreign state.

Tenth. If any person within the dominions of Her Majesty, and without the license of Her Majesty, by adding to the number of the guns, or by changing those on board for other guns, or by the addition of any equipment for war, increases or augments, or procures to be increased or augmented, or is knowingly concerned in increasing or augmenting the warlike force of any ship which at the time of her being within the dominions of Her Majesty was a ship in the military or naval service of any foreign state at war with any friendly state, such person shall be guilty of an offense against this act, and shall be punishable by fine and imprisonment, or either of such punishments, at the discretion of the court before which the offender is convicted; and imprisonment, if awarded, may be either with or without hard labor.

Eleventh. If any person within the limits of Her Majesty's dominions, and without the license of Her Majesty, prepares or fits out any naval or military expedition to proceed against the dominions of any friendly state, the following consequences shall ensue: 1. Every person engaged in such preparation or fitting out, or assisting therein, or employed in any capacity in such expedition, shall be guilty of an offense against this act, and shall be punishable by fine and imprisonment, or either of such punishments, at the discretion of the court before which the offender is

convicted; and imprisonment, if awarded, may be either with or without hard labor. 2. All ships and their equipments, and all arms and munitions of war, used in or forming part of such expedition, shall be forfeited to Her Majesty.

Twelfth. Any person who aids, abets, counsels, or procures the commission of any offense against this act shall be liable to be tried and

punished as a principal offender.

Thirteenth. The term of imprisonment to be awarded in respect of any offense against this act shall not exceed two years.

ILLEGAL PRIZE.

Fourteenth. If, during the continuance of any war in which Her Majesty may be neutral, any ship, goods, or merchandise captured as prize of war within the territorial jurisdiction of Her Majesty, in violation of the neutrality of this realm, or captured by any ship which may have been built, equipped, commissioned, or dispatched, or the force of which may have been augmented, contrary to the provisions of this act, are brought within the limits of Her Majesty's dominions by the captor, or any agent of the captor, or by any person having come into possession thereof with knowledge that the same was prize of war so captured as aforesaid, it shall be lawful for the original owner of such prize, or his agent, or for any person authorized in that behalf by the government of the foreign state to which such owner belongs, to make application to the court of admiralty for seizure and detention of such prize, and the court shall, on due proof of the facts, order such prize to be restored.

Every such order shall be executed and carried into effect in the same manner, and subject to the same right of appeal, as in case of any order made in the exercise of the ordinary jurisdiction of such court; and in the mean time and until a final order has been made on such application the court shall have power to make all such provisional and other orders as to the care or custody of such captured ship, goods, or merchandise, and (if the same be of perishable nature, or incurring risk of deterioration) for the sale thereof, and with respect to the deposit or investment of the proceeds of any such sale, as may be made by such court in the exercise of its ordinary jurisdiction.

GENERAL PROVISION.

Fifteenth. For the purposes of this act, a license by Her Majesty shall be under the sign-manual of Her Majesty, or be signified by order in council or by proclamation of Her Majesty.

LEGAL PROCEDURE.

Sixteenth. Any offense against this act shall, for all purposes of and incidental to the trial and punishment of any person guilty of any such offense, be deemed to have been committed either in the place in which the offense was wholly or partly committed, or in any place within Her Majesty's dominions in which the person who committed such offense may be.

Seventeenth. Any offense against this act may be described in any indictment or other document relating to such offense, in cases where the mode of trial requires such a description, as having been committed at the place where it was wholly or partly committed, or it may be

averred generally to have been committed within Her Majesty's dominions, and the venue or local description in the margin may be that of

the county, city, or place in which the trial is held. .

Eighteenth. The following authorities, that is to say, in the United Kingdom, any judge of a superior court, in any other place within the jurisdiction of any British court of justice, such court, or, if there are more courts than one, the court having the highest criminal jurisdiction in that place, may, by warrant or instrument in the nature of a warrant in this section included in the term "warrant," direct that any offender charged with an offense against this act shall be removed to some other place in Her Majesty's dominions for trial in cases where it appears to the authority granting the warrant that the removal of such offender would be conducive to the interests of justice, and any prisoner so removed shall be triable at the place to which he is removed, in the same manner as if his offense had been committed at such place.

Any warrant for the purpose of this section may be addressed to the master of any ship or to any other person or persons, and the person or persons to whom such warrant is addressed shall have power to convey the prisoner therein named to any place or places named in such warrant, and to deliver him, when arrived at such place or places, into the

custody of any authority designated by such warrant.

Every prisoner shall, during the time of his removal under any such warrant as aforesaid, be deemed to be in the legal custody of the person

or persons empowered to remove him.

Nineteenth. All proceedings for the condemnation and forfeiture of a ship, or ship and equipment, or arms and munitions of war, in pursuance of this act, shall require the sanction of the secretary of state or such chief executive authority as is in this act mentioned, and shall be had in the court of admiralty, and not in any other court; and the court of admiralty shall, in addition to any power given to the court by this act, have in respect of any ship or other matter brought before it in pursuance of this act all powers which it has in the case of a ship or matter brought before it in the exercise of its ordinary jurisdiction.

Twentieth. Where any offense against this act has been committed by any person, by reason whereof a ship, or ship and equipment, or arms and munitions of war, has or have become liable to forfeiture, proceedings may be instituted contemporaneously or not, as may be thought fit, against the offender in any court having jurisdiction of the offense, and against the ship, or ship and equipment, or arms and munitions of war, for the forfeiture in the court of admiralty; but it shall not be necessary to take proceedings against the offender, because proceedings are instituted for the forfeiture, or to take proceedings for the

forfeiture because proceedings are taken against the offender.

Twenty-first. The following officers, that is to say, 1. Any officer of customs in the United Kingdom, subject nevertheless to any special or general instructions from the commissioners of customs or any officer of the Board of Trade, subject nevertheless to any special or general instructions from the Board of Trade; 2. Any officer of customs or public officer in any British possession, subject nevertheless to any special or general instructions from the governor of such possession; 3. Any commissioned officer on full pay in the military service of the Crown, subject nevertheless to any special or general instructions from his commanding officer; 4. Any commissioned officer on full pay in the naval service of the Crown, subject nevertheless to any special or general instructions from the admiralty or his superior officer, may seize or

detain any ship liable to be seized or detained in pursuance of this act,

and such officers are in this act referred to as the "local authority;" but nothing in this act contained shall derogate from the power of the court of admiralty to direct any ship to be seized or detained by any officer by whom such court may have power under its ordinary jurisdictive to be such as the such court may have power under its ordinary jurisdictive to the such as the such as

tion to direct a ship to be seized or detained.

Twenty-second. Any officer authorized to seize or detain any ship in respect of any offense against this act may, for the purpose of enforcing such seizure or detention, call to his aid any constable or officers of police, or any officers of Her Majesty's army or navy, or marines, or any excise officers or officers of customs, or any harbor-master or dock-master, or any officers having authority by law to make seizures of ships, and may put on board any ship so seized or detained, any one or more of such officers to take charge of the same, and to enforce the provisions of this act, and any officers seizing or detaining any ship under this act may use force, if necessary, for the purpose of enforcing seizure or detention, and if any person is killed or maimed by reason of his resisting such officer in the execution of his duties, or any person acting under his orders, such officer so seizing or detaining the ship, or other person, shall be freely and fully indemnified as well against the Queen's Majesty, her heirs and successors, as against all persons so killed, maimed, or hurt.

Twenty-third. If the secretary of state or the chief executive authority is satisfied that there is a reasonable and probable cause for believing that a ship within Her Majesty's dominions has been, or is being built, commissioned, or equipped, contrary to this act, and is about to be taken beyond the limits of such dominions, or that a ship is about to be dispatched contrary to this act, such secretary of state or chief executive authority shall have power to issue a warrant stating that there is reasonable and probable cause for believing as aforesaid, and upon such warrant the local authority shall have power to seize and search such ship, and to detain the same until it has been either condemned or released by process of law, or in manner hereinafter mentioned. owner of the ship so detained, or his agent, may apply to the court of admiralty for its release, and the court shall as soon as possible put the matter of such seizure and detention in course of trial between the applicant and the Crown. If the applicant establish to the satisfaction of the court that the ship was not and is not being built, commissioned, or equipped, or intended to be dispatched contrary to this act, the ship shall be released and restored. If the applicant fail to establish to the satisfaction of the court that the ship was not and is not being built, commissioned, or equipped, or intended to be dispatched contrary to this act, then the ship shall be detained till released by order of the secretary of state or chief executive authority. The court may, in cases where no proceedings are pending for its condemnation, release any ship detained under this section on the owner giving security to the satisfaction of the court that the ship shall not be employed contrary to this act, notwithstanding that the applicant may have failed to establish to the satisfaction of the court that the ship was not and is not being built, commissioned, or intended to be dispatched contrary to this The secretary of state or the chief executive authority may likewise release any ship detained under this section on the owner giving security to the satisfaction of such secretary of state or chief executive authority that the ship shall not be employed contrary to this act, or may release the ship without such security, if the secretary of state or chief executive authority think fit so to release the same. If the court be of opinion that there was not reasonable and probable cause for the detention, and if no such cause appear in the course of the proceedings, the court shall have power to declare that the owner is to be indemnified by the payment of costs and damages in respect of the detention, the amount thereof to be assessed by the court, and any amount so assessed shall be payable by the commissioners of the treasury out of any moneys legally applicable for that purpose. The court of admiralty shall also have power to make a like order for the indemnity of the owner, on the application of such owner to the court, in a summary way, in cases where the ship is released by the order of the secretary of state or the chief executive authority, before any application is made by the owner or his agent to the court for such release.

Nothing in this section contained shall affect any proceedings instituted or to be instituted for the condemnation of any ship detained under this section where such ship is liable to forfeiture, subject to this provision, that if such ship is restored in pursuance of this section, all proceedings for such condemnation shall be stayed; and where the court declares that the owner is to be indemnified by the payment of costs and damages for the detainer, all costs, charges, and expenses incurred by such owner in or about any proceedings for the condemnation of such ship, shall be added to the costs and damages payable to him in respect of the detention of the ship. Nothing in this section contained shall apply to any foreign non-commissioned ship dispatched from any part of Her Majesty's dominions after having come within them under stress of weather, or in the course of a peaceful voyage, and upon which ship no fitting out or equipping of a warlike character has taken place in this

country.

Twenty-fourth. Where it is represented to any local authority, as defined by this act, and such local authority believes the representation, that there is a reasonable and probable cause for believing that a ship within Her Majesty's dominions has been or is being built, commissioned, or equipped, contrary to this act, and is about to be taken beyond the limits of such dominions, or that a ship is about to be dispatched contrary to this act, it shall be the duty of such local authority to detain such ship, and forthwith to communicate the fact of such detention to the secretary of state or chief executive authority. Upon the receipt of such communication the secretary of state or chief executive authority may order the ship to be released, if he thinks there is no cause for detaining her, but if satisfied that there is reasonable and probable cause for believing that such ship was built, commissioned, or equipped, or intended to be dispatched in contravention of this act, he shall issue his warrant stating that there is reasonable and probable cause for believing as aforesaid, and upon such warrant being issued, further proceedings shall be had as in cases where the seizure or detention has taken place on a warrant issued by the secretary of state without any communication from the local anthority. Where the secretary of state or chief executive authority orders the ship to be released, on the receipt of a communication from the local authority, without issuing his warrant, the owner of the ship shall be indemnified by the payment of costs and damages, in respect of the detention, upon application to the court of admiralty in a summary way, in like manner as he is entitled to be indemnified where the secretary of state, having issued his warrant under this act, releases the ship before any application is made by the owner or his agent to the court for such release.

Twenty-fifth. The secretary of state or the chief executive authority may, by warrant, empower any person to enter any dock-yard or other place within Her Majesty's dominions and inquire as to the destination

of any ship which may appear to him to be intended to be employed in the naval or military service of any foreign state at war with a friendly

state, and to search such ship.

Twenty-sixth. Any powers or jurisdiction by this act given to the secretary of state may be exercised by him throughout the dominions of Her, Majesty, and such powers and jurisdiction may also be exercised by any of the following officers, in this act referred to as the chief executive authority, within their respective jurisdictions; that is to say: 1. In Ireland, by the lord lieutenant or other the chief governor or governors of Ireland for the time being, or the chief secretary to the lord lieutenant. 2. In Jersey, by the lieutenant governor. 3. In Guernsey, Alderney, and Sark, and the dependent islands, by the lieutenant governor. 4. In the Isle of Man, by the lieutenant governor. 5. In any British possession, by the governor. A copy of any warrant issued by a secretary of state, or by any officer authorized in pursuance of this act to issue such warrant in Ireland, the Channel Islands, or the Isle of Man, shall be laid before Parliament.

Twenty-seventh. An appeal may be had from any decision of a court of admiralty under this act, to the same tribunal and in the same manner to and in which an appeal may be had in cases within the ordinary

jurisdiction of the court as a court of admiralty.

Twenty-eighth. Subject to the provisions of this act providing for the award of damages in certain cases in respect of the seizure or detention of a ship by the court of admiralty, no damages shall be payable, and no officer or local authority shall be responsible, either civilly or criminally, in respect of the seizure or detention of any ship in pursuance of this act.

Twenty-ninth. The secretary of state shall not, nor shall the chief executive authority, be responsible in any action or other legal proceedings whatsoever for any warrant issued by him in pursuance of this act, or be examinable as a witness, except at his own request, in any court of justice in respect of the circumstances which led to the issue of the warrant.

INTERPRETATION CLAUSE.

Thirtieth. In this act, if not inconsistent with the context, the following terms have the meanings hereinafter respectively assigned to them; that is to say:

"Foreign state" includes any foreign prince, colony, province, or part of any province or people, or any person or persons exercising or assuming to exercise the powers of government in or over any foreign country, colony, province, or part of any province or people.

"Military service" shall include military telegraphy and any other employment whatever, in or in connection with any military operation.

"Naval service" shall, as respects a person, include service as a marine, employment as a pilot in piloting or directing the course of a ship of war or other ship when such ship of war or other ship is being used in any military or naval operation, and any employment whatever on board a ship of war, transport, store-ship, privateer, or ship under letters of marque; and, as respects a ship, include any user of a ship as a transport, store-ship, privateer, or ship under letters of marque.

"United Kingdom" includes the Isle of Man, the Channel Islands, and

other adjacent islands.

"British possession" means any territory, colony, or place being part of Her Majesty's dominions, and not part of the United Kingdom, as defined by this act.

"The secretary of state" shall mean any one of Her Majesty's princi-

pal secretaries of state.

"The governor" shall, as respects India, mean the governor general or the governor of any presidency, and, where a British possession consists of several constituent colonies, mean the governor general of the whole possession or the governor of any of the constituent colonies; and, as respects any other British possession, it shall mean the officer for the time being administering the government of such possession; also, any person acting for or in the capacity of a governor shall be included under the term "governor."

"Court of admiralty" shall mean the high court of admiralty of England or Ireland, the court of session of Scotland, or any vice-admiralty

court within Her Majesty's dominions.

"Ship" shall include any description of boat, vessel, floating-battery, or floating-craft; also, any description of boat, vessel, or other craft or battery, made to move either on the surface of or under water, or so me times on the surface of and sometimes under water.

"Building," in relation to a ship, shall include the doing any act toward or incidental to the construction of a ship, and all words having

relation to building shall be construed accordingly.

"Equipping," in relation to a ship, shall include the furnishing of a ship with any tackle, apparel, furniture, provisions, arms, munitions, or stores, or any other thing which is used in or about a ship for the purpose of fitting or adapting her for the sea or for naval service, and all words relating to equipping shall be construed accordingly.

"Ship and equipment" shall include a ship and everything in or be-

longing to a ship.

"Master" shall include any person having the charge or command of a ship.

REPEAL OF ACTS AND SAVING CLAUSES.

Thirty-first. From and after the commencement of this act, an act passed in the fifty-ninth year of the reign of his late Majesty King George the Third, chapter sixty-nine, entitled "An act to prevent the enlisting or engagement of His Majesty's subjects to serve in foreign service, and the fitting out or equipping, in His Majesty's dominions, vessels for war-like purposes, without His Majesty's license," shall be repealed: Provided, that such repeal shall not affect any penalty, forfeiture, or other punishment incurred or to be incurred in respect of any offense committed before this act comes into operation, nor the institution of any investigation or legal proceeding, or any other remedy for enforcing any such penalty, forfeiture, or punishment as aforesaid.

Thirty-second. Nothing in this act contained shall subject to forfeiture any commissioned ship of any foreign state, or give to any British court over or in respect of any ship entitled to recognition as a commissioned ship of any foreign State any jurisdiction which it would not have had if

this act had not passed.

Thirty-third. Nothing in this act contained shall extend or be construed to extend to subject to any penalty any person who enters into the military service of any prince, state, or potentate in Asia, with such leave or license as is for the time being required by law in the case of subjects of Her Majesty entering into the military service of princes, states, or potentates in Asia.

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HISTORY OF THE NEUTRALITY OF FOREIGN ENLISTMENT ACTS OF THE UNITED STATES.

By Hon. Richard Henry Dana in note No. 215 to the third edition of Wheaton's International Law.

The laws for the better preservation of neutrality have come into so much notice since the author's death, that it is necessary to give them a much fuller consideration than they received in the text. It is proposed to consider, first, the political history of the subject before the passage of the statutes in question; second, the judicial construction they have received; and, third, the political history of the subject since their enactment.

I.—POLITICAL HISTORY OF THE SUBJECT IN THE UNITED STATES BEFORE THE STATUTES.

Statutes for the better preservation of neutrality, which have come to be known in England as "Foreign Enlistment Acts," had their origin in the United States. They arose out of the endeavor of Washington's administration to maintain, under great difficulties, neutrality in the wars of the French Revolution. In order to secure the aid of France in their struggle for independence, the United States had made terms in their Treaty of Commerce, of 1778, which caused them great trouble afterward. By the 17th article of that treaty French public ships or privateers could take their prizes into American ports, without restriction of cause or time, and the legality of the captures could not be there inquired into, while the United States were bound to close their ports against prizes made from the French by nations at war with France, except as ports of refuge in stress of weather, and, in such case, to require their departure at the earliest practicable moment. By the 22d article privateers of a nation at war with France were to be prohibited, in ports of the United States, from fitting themselves, and from selling their prizes, or procuring stores beyond what should be necessary to take them to the nearest port of their own country.

In 1793 the French frigate Ambuscade captured an English merchant vessel, the George, in Delaware Bay, and brought her to Philadelphia. The United States restored her, as her capture was a clear violation of sovereign territorial right. M. Genet, embassador from the French republic, had undertaken to fit out privateers in the ports of the United States to cruise against British commerce, and to enlist American citizens to serve on board them. The British claim for the restoration of their prizes, on the sole ground that the privateers which captured them were fitted out in our ports, presented great difficulties under our treaty. President Washington issued, on the 22d April, 1793, his celebrated Proclamation of Neutrality. After reciting the existence of war between France, on the one part, and Great Britain and other powers on the other, and declaring that it was the duty and interest of the United States to pursue in good taith a course of conduct. Friendly and

impartial toward the belligerent powers," and exhorting all citizens to avoid acts tending to contravene that policy, it declared that no citizen would be protected against punishment or any forfeiture which he might incur, under the law of nations, by "committing, aiding, or abetting hostilities against any of the said powers, or by carrying to any of them those articles which are deemed contraband by the modern usage of nations." The chief feature, however, of the proclamation was the announcement that the President had instructed the proper officers to institute prosecutions "against all persons who shall, within the cognizance of the courts of the United States, violate the law of nations with respect to the powers at war, or any of them." At this time the United States had no statutes on the subject of neutrality.

As the object of M. Genet was not only to use the United States as a base of maritime warfare, but to involve the country in war with England, this proclamation was an object of attack by him and the French party in America. Gratitude to France for her assistance in obtaining our independence, sympathy with democratic institutions for which France was at war, and the remains of hostile feeling against England, combined to make the support and execution of this proclamation mat-

ter of great difficulty. (Am. State Papers, i, 44.)

The privateers fitted out in the United States, under the auspices of the French minister and French consuls, took many prizes, and brought them into ports of the United States. In these ports the French consuls undertook to hold prize courts, authorized thereto by the French Republic, and to condemn and sell the prizes. The British minister, Mr. Hammoud, remonstrated. M. Genet claimed the right under the law of nations and the Treaty of Commerce. The claim was denied by the United States Government, in a letter by the Secretary of State, Mr. Jefferson, and the ground was taken that, of national right, all judicial functions within the territory of the United States must be exercised only by the Government of the United States, and that such right had not been impaired by any treaty with France. (Am. State Papers, i, 144.) This, with the decision of the Supreme Court in The Betsey, (Dallas, iii, 6, infra,) put an end to French consular courts of prize in the United States.

It appeared that the French privateers were not only fitted out and manned, but commissioned, within the United States, and that American citizens were enlisted to serve on board them. M. Genet contended that the laws of the United States did not forbid its citizens joining a foreign service, and that such an act was, pro tanto, a renunciation of allegiance; that no law prohibited French citizens from doing acts of belligerent business in the United States, including the giving and receiving of commissions, not being acts of violence or overt war. (Am. State Papers, i, 79, 83.) This was denied by the Government of the United States. But, at the same time, it became necessary to draw a line between commercial dealings with belligerents in materials of war and the fitting out of vessels, enlisting of men, and commissioning of officers here for hostile operations. The British minister had objected to the export of arms to France by our citizens, or from our ports by French citizens. In reply to this, Mr. Jefferson wrote his celebrated letter of 25th May, 1793. (Jefferson's Works, iii, 588; Am. State Papers, i, 69.) In that he declared that "the commissioning, equipping, and manning vessels in our ports, to cruise against any of the belligerent parties, is entirely disapproved, and the Government will take effectual means to prevent a repetition of it;" but that the right of our citizens "to make, vend, and export arms," which were mechanical and commercial callings, was one which a foreign war could not take away. If our citizens exported arms on their own account, they did it subject to

capture and condemnation by belligerents.

In respect to the fitting out of privateers, the Government was soon called upon to act by the bringing into Philadelphia of a prize to the French privateer Citizen Genet, which had been fitted out at Charleston. Mr. Jefferson wrote to M. Genet that the "arming and equipping of vessels in the ports of the United States to cruise against nations with whom they were at peace was incompatible with the territorial sovereignty of the United States, made them instrumental to the annoyance of those nations, and thereby tended to compromise their peace; and that he thought it necessary, as an evidence of good faith to them, as well as a public reparation to the sovereignty of the country, that the armed vessels of this description should depart from the ports of the United States."

Genet claimed the right of remaining in our ports, under the 17th and 26th articles of the treaty of commerce. But the Government held that the privilege did not extend to vessels fitted out in our ports

to cruise against friendly commerce.

The British minister claimed that the prizes captured by such cruisers, and coming within American jurisdiction, should be restored. This claim was embarrassing to Washington, under the treaty with France. The result was, a dispatch of 5th June, 1793, to the British and French ministers, which became an epoch in American neutrality. It declared that the fitting out and commissioning of cruisers should be prohibited hereafter, and demanded the departure of such vessels from our ports; but, as to the surrender of prizes already taken by French privateers so fitted out, the Government declined to enforce it, on the ground that these acts were done in remote ports, at the beginning of the war, before the proclamation, when parties did not know their rights under the treaty, and the laws of nations were not ascertained, and the difficulty of communication was great; and that, if the United States did its duty in suppressing such acts in the future, it ought to be accepted as a reasonable measure of justice between the belligerent powers under the peculiar situation of the country. It was suggested also, that, if the captures were invalid, the courts of admiralty in the United States would deliver up the prizes, on private application and suit.

M. Genet refused to abandon the fitting out of privateers, and especially, in one case, sent a privateer, Le Petit Democrat, (previously the merchantman Little Sarah,) to sea, in violation of his pledged word to

Mr. Jefferson.

The dispatch of 5th June was now followed up by a circular letter of 4th August, 1793, to the collectors of customs throughout the United States. This circular laid down rules for the guidance of the revenue officers as to vessels equipped in ports of the United States: 1. The "original arming and equipping" of vessels by belligerents, for military service, is unlawful. 2. "Equipments of merchant vessels, purely as such," is lawful. 3. "Equipments of vessels cf war in the immediate service of the government of any of the belligerent parties, which, if done to other vessels, would be of a doubtful nature as being applicable to either commerce or war, are deemed lawful." 4. Equipments, by any of the parties at war with France, of vessels fitted for merchandise or war, whether with or without commissions, which are doubtful in their nature as being applicable either to commerce or war, are deemed lawful. 5. Applies the same rule to French vessels. 6. Equipments of every kind of privateers of the powers at war with France, are deemed

unlawful. 7. Equipments of vessels which are of a nature solely adapted to war, are deemed unlawful. 8. Vessels of either of the parties not armed, or armed previously to their coming into ports of the United States, which shall not have infringed any of the foregoing rules, may lawfully engage or enlist their own subjects or citizens not being inhabitants of the United States.

To most of the rules was added an exception, intended to fulfill the 17th article of the French treaty, which is of no general importance

now.

Under these rules, the revenue officers were instructed to refuse asylum to armed vessels of a belligerent, originally fitted out in the United States, or to the prizes of any such vessel. But the "purchasing and exporting, by way of merchandise, any articles commonly called contraband, being generally warlike instruments and military stores, are

free to all parties." (Am. State Papers, i, 122.)

At the same time with the issuing of these rules, Mr. Jefferson, on the 7th August, (Am. State Papers, i, 136,) wrote to M. Genet, that the President had determined to make the notice of 5th June, 1793, the date of a new rule as to France; that the President would consider the United States bound to restore all prizes which had been captured by privateers fitted out in the United States, and brought into port after that day, or to make compensation therefor; and that the President therefore expected the French minister to deliver up to the Government all prizes taken by such vessels and brought into port aft r that date.

A new rule was also applied to Great Britain, founded on the dispatch of 5th June and the letter to M. Genet of 7th August, which was declared by a letter from Mr. Jefferson to Mr. Hammond, of 5th September, 1793. (Am. State Papers, i, 165.) This rule was, that restitution was refused of prizes brought into the United States before the notice of 5th June; but was to be made of prizes brought into port after that and before the 7th August, with compensation in default of restitution. This was on the ground that the United States, to preserve amicable relations with France under its treaty, had purposely forborne to use all the means in its power for the restitution of such vessels. As to prizes so taken and brought in after the 7th August, the President felt bound to use all the means in his power for their restitution; but, if these failed, he did not admit, as a rule, an obligation to make compensation, but left the cases for special consideration as they should occur.

After the 7th August, 1793, it is believed that no privateers were fitted out; and those which had been fitted out in ports of the United States before that time, and had returned, were not permitted to go to sea with armaments on board. In December, 1793, M. Genet was superseded, at Washington's request, by a new minister, who was instructed to disarm the privateers fitted out in the United States, to remove the consuls who had acted in violation of the proclamation, circular, and dispatches of Washington, and to disavow the acts of M.

Genet.

The trials of Guinet and Henfield, and the proceedings in the case of Les Jumeaux, (afterward Le Cassius,) and other acts of the Government, are involved in the judicial proceedings, and are considered under the

subsequent head of the Judicial History of this subject.

At the opening of the next session of Congress, (December, 1793,) Washington communicated his proclamation, dispatches, and circulars, with the facts that preceded and attended them, and suggested legislation for the better preservation of neutrality. Congress approved the policy of the President, and passed the celebrated statute of 5th June.

1794, (U. S. Laws, i, 381,) generally called, at the time, the Neutrality Act.

The course pursued by Washington and his Cabinet, in sustaining neutrality and impartiality, has received the commendations of the masters of public law in all nations. Aided by the genius of two such men as Hamilton and Jefferson, he may be supposed to have been well supported; but his task was a hard one. The French had a constant appeal to the gratitude and sympathy of the Americans; popular feeling ran high; the jurisdiction of the courts in criminal cases was doubtful; and the power of the Government—itself a recently inaugurated experiment—to resist popular opinion had never been tested. He had no navy, nor even a naval department, and substantially no army. was obliged to rely upon the militia of the States to make the seizure of vessels and persons, where resistance was feared. The French privateer Republican was seized at New York by Governor Clinton, with the State forces, in June, 1793, and was retained in custody for more than a year, against the remonstrances of M. Genet, and with the acknowledgments of Mr. Hammond. (See State Papers, i, 152-4; Hamilton's Works, iv, 424.)

Mr. Randolph, now Secretary of State, writes to Mr. Jay, August 11, 1794, in proof of our honest efforts to preserve neutrality, that the militia of Richmond, in Virginia, "actually marched, at a moment's warning, between seventy and eighty miles to seize a vessel supposed to be under preparation as a French privateer." Writings of Washing-

ton, (Sparks,) ii, 42.

In 1816, during the civil wars between the South American provinces and the parent states in Europe, the Portuguese minister complained that privateers were fitted out in American ports, and sailed thence under colors of the revolted Portuguese colonies, often officered and manned by Americans, and returned to American ports and were refitted. He acquitted the Government of any want of disposition to punish the offenders, and suggested that the difficulty lay in the want of preventive remedies in the act of 1794. He said, "I am persuaded that my magnanimous sovereign will receive a more dignified satisfaction, and worthier of his high character, by the enactment of such laws by the United States as, insuring the respect due to his flag in future, would show their regard for His Majesty, than in the punishment of a few obscure offenders." (M. J. Correa de Serra to Mr. Monroe, 20th December, 1816.) President Madison, within a week of the receipt of this letter, on the 26th December, sent a message to Congress, calling its attention to the enlargement of the preventive powers under the statute, and recommending that power be given to require security against improper employment of vessels, and to seize and detain them in suspicious cases. Mr. Forsyth, chairman of the Committee on Foreign Relations, in a letter to the Secretary of State, sketched the changes proposed by the committee, which were considered satisfactory by the Administration; and, on the 3d March, 1817, an act was passed, limited to two years, which was made permanent by the act of 20th April, 1818. The latter act repealed the act of 1794, and renewed its provisions, but with the additional preventive powers. The amended acts of 1817 and 1818 were entirely satisfactory to the Portuguese minister, who considered the preventive powers of far more value than those which merely punished a completed offense. The new clauses required the owners or consignees of any armed vessel to give bond, with sufficient sureties, in double the value of the vessel, cargo, and armament, that it should not be employed by them to cruise or commit hostilities against any State or people with whom the United States were at peace, and authorized the revenue officers to detain any vessel about to depart under circumstances rendering it probable that she would be so employed. (§§ 10, 11, act 20th April, 1818.) At the same time, from a suggestion of the Spanish minister that the South American provinces in revolt, and not recognized as independent, might not be included in the word "state," the words "colony, district or people" were added.

Persons in the service of the insurgent colonies seized upon two places near the American coast, but beyond our jurisdiction, and not within the certain limits of any responsible power, (Amelia Island and Galveston,) and made them bases of naval operations against Spain and Portugal. President Madison having called the attention of Congress to this state of things, Congress recommended the suppression of these establishments, and the President took the extreme step of breaking them up by military force, apparently on the ground that they were a kind of international nuisance which it was in our power to suppress without a serious violation of territoriality of any responsible sovereign. The committee of Congress reasons that, "if not checked by all the means in the power of the Government, the existence of these establishments would have authorized claims from the subjects of any foreign governments for indemnities, at the expense of this nation, for captures by our people in vessels fitted out in our ports, and, as could not fail of being alleged, countenanced by the very neglect of the necessary means of suppressing them."

II.—THE UNITED STATES STATUTES FOR THE BETTER PRESERVA-TION OF NEUTRALITY.

The original and chief act is that of 5th June, 1794. It was continued in force for a limited time by the act of 2d March, 1797, and perpetuated by the act of 24th April, 1800. On the 14th June, 1797, an act was passed to prevent citizens from privateering against nations in amity with the United States. The amended act, giving preventive powers, was passed 3d March, 1817. The whole subject was codified in the act of 20th April, 1818, and the former acts repealed.

The provisions of the act of 1818 are as follows:

Sect. 1 prohibits any citizen within the United States from accepting and exercising a commission to serve, in war, any foreign state, &c., against any state, &c., with which the United States are at peace.

The phrase used throughout the act is "any foreign prince, state,

colony, district, or people.")

Sect. 2 makes it criminal for any person within the United States to enlist on board any armed vessel of a foreign state, &c., whether public vessel or privateer, or to procure any other person so to enlist, or to go beyond the jurisdiction of the United States for the purpose of so enlisting; with an exception, permitting such enlistment on board a vessel of a subject of the state owning the vessel, where it was completely fitted and commissioned as a vessel of war before its arrival in the United States, and the person enlisting was only transiently within the United States.

Sect. 3 makes it criminal for any person within the United States to fit out or arm a vessel, or attempt or procure, or be concerned in, &c., with intent that it shall be employed in the service of any foreign state to commit hostilities against any state at peace with the United States, or issue or deliver a commission to such a vessel with like intent. This

section also forfeits the vessel, her stores and armament, and all materials procured for building and equipping her.

Sect. 4 relates to privateering by citizens against commerce of the

United States.

Sect. 5 makes it criminal for any person in the United States to increase or augment the force of any vessel of war or privateer of a foreign state, or to attempt or procure, or be concerned therein, which state is at war with a state in amity with the United States, by adding or increasing the force of "any equipment solely applicable to war."

Sect. 6 makes it criminal for any person within the United States to begin or set on foot, or provide means for, any military expedition or enterprise to be carried on from thence against any foreign state with

which the United States is at peace.

Sect. 7 gives the district courts jurisdiction of complaints for captures made within a marine league of the shores of the United States.

Sect. 8 authorizes the President to employ the land or naval forces or militia to prevent such enterprises or expeditions, and to take possession of or detain any vessel or her prizes, in order to execute the provisions of the act, or to make restitution, if so adjudged.

Sect. 9 authorizes the employment of the same force to compel the departure of any vessel which, by treaty or the law of nations, ought

not to remain within the United States.

Sect. 10 requires the owners or consignees of armed vessels about to sail from the United States, owned in whole or in part by citizens of the United States, to give security that the same shall not be employed by them in hostilities against any state with which the United States is at peace.

Sect. 11 authorizes revenue officers to detain any vessel, manifestly built for warlike purposes, whose cargo shall consist chiefly of munitions of war, when the circumstances render it probable that she is intended to be used in hostilities against any state with which the United States is at peace.

III JUDICIAL HISTORY OF THE SUBJECT IN THE UNITED STATES.

United States v. Gideon Henfield, (Wheaton's State Trials, 49.) The defendant was an American sailor, who shipped in the French privateer Citoyen Genet at Charleston, while France was at war with England, and was indicted at common law for enlisting in violation of the treaties of the United States. The judges ruled that the act charged was a crime. In defense, it was shown that he enlisted before the proclamation, in ignorance of the law, and, when told of its illegality, had expressed his regret. He was acquitted by the jury. This trial was promoted by the administration of Washington with earnestness, Hamilton lending his aid out of court. It was regarded as important, chiefly because M. Genet undertook to protect Henfield from trial, and to deny that his act was an indictable offense. It is the earliest important state trial in the United States, and was held in July, 1793.

The Betsey, (Bee, 67.) An American built vessel, the Hector, was fitted out and commissioned at Charleston by Genet, and sent to sea as the French privateer Vainqueur de la Bastile; cruised and returned to the United States, and was detained and dismantled by the United States Government at Wilmington, N. C.; and sailed thence, unarmed, as a foreign vessel. In Hayti, she was equipped and commissioned by the French authorities, in August, 1794, and brought a prize, the Betsey, into Charleston, in 1795. The district court held, that, under the circular court held, that are circular court held.

cumstances, the fitting out, by aid of which the capture was made, was not in violation of our laws or rights.

The Brothers, (Bee, 76.) It was held that the repairing of the waist, and cutting two ports in it for guns, at a port of the United States, of a vessel fitted out and commissioned as a vessel of war when she entered, did not constitute an augmenting of her force, within the meaning of the act of 5th June, 1794. This was a claim by the British consul for the restoration of a prize taken by the Port de Paix.

The Nancy, (Bee, 73.) The French privateer Fonspertius came to Charleston unarmed; leave to arm her was asked and refused. After a cruise, she returned with guns mounted and a prize. The court restored the prize; being satisfied that she did take on board the guns at Charleston to be used as her armament, and that the act was an illegal augmentation of force.

The Betsey Catheart, (Bee, 292.) The district court restored the prize taken by the French privateer Citoyen de Marseilles, on the ground that the privateer had, before the capture, augmented her force by tak-

ing in additional guns at a port of the United States.

The Sloop Betsey, (Dallas, iii, 6.) It was held by the Supreme Court, that no foreign consul could adjudicate within the United States upon a prize; and that the United States district courts in admiralty had jurisdiction to inquire, on petition of the owner of a vessel brought into our ports as prize to a foreign cruiser, whether the capture was made in violation of our own sovereign rights, and, if so, to restore the prize to the petitioner. The charge in this case was, that the captor, the French privateer Citoyen Genet, had been fitted out at Charleston, in violation of our rights and duties as a neutral sovereignty.

Le Cassius, previously Les Jumeaux, (United States v. Peters, Dallas, iii, 121; and United States v. Guinet, Wheaton's State Trials, 93.) Les Jumeaux was originally a British cutter engaged in the Guinea trade, pierced for twenty guns, ten on a side; but only carrying four guns in broadside, and two swivels. Passing into French ownership, she came from the West Indies to Philadelphia in December, 1794, with a cargo, and entered at the custom-house as a merchantman. She was in a rotten state, and work was then begun upon her by carpenters. She was at this time owned by Le Maistre, the first French purchaser, and seven other Frenchmen, in joint stock. Her twenty ports, for which she was originally pierced, were opened, and some changes were made in her upper These attracted the attention of the United States officers, who communicated their suspicions to the Secretary of War. He directed the recent equipments to be removed, and the vessel to be restored to the condition she was in, as respects warlike capacity, when she arrived. Under that order, her ports were closed, and the new ring-bolts in the deck were unfixed. She then sailed openly from Philadelphia in the same condition in which she arrived there, with her four guns and two swivels, in ballast, with an ordinary merchant crew, and clearing at the custom-house for San Domingo. Off the Delaware bank of the river, about sixty miles below Philadelphia, she took on board four guns, some muskets, and other articles, and a number of men. At the same time, the pilot-boat returned to Philadelphia and made an effort to take down six more guns, by night. The public officers seem to have been very vigilant, stopped the boat, and seized the guns and the persons on board. These facts being brought to the attention of the Government, orders were sent to follow the vessel and arrest her; and a militia force from Delaware was sent down in a cutter. Les Jumeaux was found to have a large crew on board, well armed, and her guns trained Partly by

the exhibition of superior force, and partly by a fraud practiced upon the commander of the party, Les Jumeaux succeeded in getting to sea.

This was January 2, 1795.

The Secretary of War, Mr. Pickering, immediately issued an order, dated January 6, 1795, to the governors of all the sea-board States, reciting the facts, with a description of the vessel, with directions to seize her and her commander, if she should come into any of their ports. Proceedings were had against the guns and tackle attempted to be taken down in the pilot-boat, under the clause of the act of 1794 which forfeits materials procured for the purpose of fitting out a vessel to cruise, &c.; and they were condemned and sold.

The Government then procured an indictment against one Jean Etienne Guinet, a French resident in Philadelphia, on the charge of having been knowingly concerned in unlawfully fitting out and arming this vessel with the intent that she should be employed in the service of the French Republic to cruise against the subjects and property of the King of Great Britain, &c. Guinot pleaded not guilty. The trial was had in the circuit court of the United States for Pennsylvania, before Judge Patterson. The defense was placed chiefly upon two grounds: first, that if an unlawful act had been done, the defendant was not cognizant of it; and, secondly, that there was not sufficient evidence that the vessel was intended by any one to cruise in the French service or against British property, or that the sending of guns on board, or the endeavoring to send, was done with such intent—the vessel being a private merchantman, with no pretense of a commission, and no proof of an intent to get one from the French Republic. Judge Patterson instructed the jury that the converting a slightly armed merchantman into a vessel better suited and designed for hostilities, by adding to her warlike force, was as much a fitting out and arming within the act as if the vessel had not been originally armed at all. He submitted to the jury whether the guns, &c., put on board secretly, in connection with the secret increase of her crew and the clearance at the custom-house as in ballast, could have been intended as merchandise, and, if not, whether they could have been anything else than part of an equipment for war. As the United States were not at war, and France was, and the owners and managers were French, and the affair was secretly conducted, he said the jury were authorized to find that the intention was that she should be employed in the service of the French Republic to cruise against the nation with which she was then at war. The jury found a verdict of guilty, and Guinet was sentenced to one year's imprisonment and four hundred dollars fine.

This was the first conviction under the act of 1794, and the indictment

was found in less than a year after the passage of the act.

Les Jumeaux proceeded directly from the Delaware to San Domingo, then a French island, attempting no acts of hostility on her passage, where she was sold to the French government by her owners, February 7, 1795, by a regular transfer; her armament was completed, and she was regularly commissioned as a ship of war of the French Republic, under the name of the Cassius. One Samuel Davis, an American, was commissioned as a lieutenant in the French navy, February 10, and put in command of her, and she went upon a cruise. May 20, 1795, she captured the brig William Lindsay, and sent her into a French port, where she was regularly condemned as prize, by a prize court. August 4, 1795, she came to Philadelphia, reported as a French vessel of war; and there Messrs. Yard and Ketland, the owners of the William Lindsay, libeled her in a civil suit in the admiralty to recover damages for

an illegal capture of that vessel. This suit was commenced August 5, within twenty-four hours of her arrival. M. Adet, the French minister, on the 9th August, complained of this seizure of a French vessel of war as a violation of the treaty with France and of soveriegn rights accorded The Government replied that, under our Constitution, by all nations. the Executive could not take a vessel out of the custody of a court, which held it regularly, to try a question of private right. The United States Attorney suggested to the French minister that he could himself release the vessel from judicial custody, in a regular and ordinary way, by giving security for her value, as this was a private suit for damages. he refused to do; and, by letter of 18th August, he requested the United States Government to cause such security to be given. He added that the Cassius was on an important mission, which might fail by this arrest, and intimated the liability of the United States therefor. proposal was rejected by the United States Government on the ground that the question whether she was really and bona fide a public ship of war, or only ostensibly so, was a fact to be determined; and that, if the Government intervened to release her, and permitted her to go to sea without satisfying itself as to the condition and rights of the vessel, when she had once notoriously added to her armament in our ports, the question might arise whether the United States might not make themselves responsible for all the damage she might do and had done. Government was not willing, having such a vessel here in custody, to interfere actively to release her, until the facts as to her conversion into a French public ship should be determined, and the possible obligations of the Government be settled to its own satisfaction.

In the district court, at the same time, Messrs. Yard and Ketland had arrested Davis, the commander of the Cassius, to answer for the damages for the illegal capture of the William Lindsay. The French minister demanded the release of the commander as well as of the vessel. The British minister also intervened, and urged the Government to seize and retain the Cassius as having been fitted out in violation of neutrality. In this state of things, the Government instructed the United States Attorney, Mr. Rawle, to watch the cause, on the part of the Government, and to see that the fact of her being a bona fide French public ship be duly ascertained; and, if so, that the question of her consequent exemption from civil proceedings be suggested and presented, as well as the question whether the court could try the validity of her captures, if made jure belli, and sustained in a regular French prize court. So, as to the privilege of her commander, if duly commissioned in the French service.

Mr. Rawle accordingly filed a suggestion of her public character and consequent exemption in the district court, and praying for her release, and for the discharge of Davis, on the same ground. It was suggested to the French minister that this ground of defense might be interposed by him in the same court; but he declined to act in the judicial tribunals, and confined himself to the political department of the Government. At the same time with this suggestion by the United States Attorney in the original cause in the district court, Davis, the commander, filed, in the Supreme Court of the United States, a motion for a prohibition upon the district court. In this motion he alleged that he was a lieutenant in the French navy, and the Cassius a duly commissioned ship of the French navy; that he had captured the William Lindsay under his commission, as enemy's property, and that she had been duly condemned as a prize by a French prize court in San Domingo; and that the Cassins could not be proceeded against, under the law of nations and under

the treaties between France and the United States, in a civil tribunal, to answer for such a capture, and that he had the like exemption.

This motion was fully argued, the alleged facts being admitted; and the court granted the prohibition. (United States v. Richard Peters, Judge, &c., Dallas, iii, 121.) This ended the proceedings in the district court. The libel was dismissed on the 24th August.

It will be seen that, so far, the question in the courts did not at all turn upon the illegal outfitting of the vessel, or her violation of our neutrality. The suit was a private suit for damages, for a capture alleged to have been in violation of the laws of war. The reasons of the Supreme Court for granting the prohibition are not given in the report; but it appears from the writ of prohibition and Mr. Rawle's report, that the ground of the decision was the obvious one, that as the prize had been regularly condemned by a French prize court, and had never been within our jurisdiction, a civil tribunal of this country could not retry the legality of the capture under the laws of war, and decree damages against the capturing vessel or her commander. This is so plain, that it is said that the counsel for the libellants offered to drop the suit, satisfied that the prize had been so condemned and the vessel duly commissioned; and Mr. Pickering tells M. Adet (October 1, 1795) that, if the counsel for the Cassius had suggested and proved in the district court the facts he showed to the Supreme Court, the district court would doubtless have dismissed the libel.

This ended the first stage of this now-celebrated case. As the vessel was arrested in this private suit within twenty-four hours of her arrival, no political question as to detaining her and refusing her asylum arose; and the only act of the Government consisted in declining to interfere for her release, and in seeing that the facts were duly ascertained, and the law applicable duly considered by the court.

At the same time with the warrant to the marshal from the district court to release the Cassius, another warrant was placed in his hands from the circuit court, requiring him to hold her to answer to an information in the latter court. The act of 1794 gave half the value of forfeited vessels to the informer. Mr. Ketland filed his information for the forfeiture, as it is technically called, qui tam, for the benefit as well of the Treasury as of himself, on the ground of the illegal equipment of the vessel the year before. It was at this time settled law that such a proceeding is a private right of the informer, and that the executive government cannot interfere with such a suit by him. It can only decline to receive its half of the forfeiture, after it is decreed. M. Adet, September 22, 1795, writes complaining of this second procedure against the Cassius; says he has been advised that the proceeding is malicious and vexatious on the part of Yard and Ketland, who are British subjects, though naturalized in the United States, and that the terms of the circuit court are held at long intervals, so that the suit must be long pending; suggests that her crew are deserting, and she of no service to the French government, adding, "I have ordered her to be disarmed; from this moment I abandon her to the Government of the United States, under the reservation of referring the matter to the French government."

Mr. Pickering replied, (October 1,) that the Executive could not take this case, any more than it could the preceding, from the judiciary; and that the court had decided that it could not, in this penal proceeding, accept security for the Cassins in lieu of the vessel herself. He states the unquestioned fact, that the Cassius was, the year before, fully equipped and armed in the United States; and that the acts done had been already

decided (United States r. Guinet) to be a violation of our laws of neutrality; and adds, that the French minister ought not to be surprised that this matter should become a subject of judicial inquiry, and the effect of the subsequent alleged transfer to the French government a matter of judicial decision.

The United States Attorney was again instructed to intervene in this cause, as in the preceding, and to suggest for the consideration of the court the defense of the transfer to the French government, and her commission by it; which he did, as before, in the form of a suggestion. At the next term of the court, (April 15, 1796,) the Secretary of State, Mr. Pickering, requests M. Adet to furnish the evidence of the bona fide transfer to the French government, for the use of the United States Attorney. M. Adet replies, (April 22,) declining to furnish proofs to the judiciary of a sale and payment, &c., saying that his relations are solely with the Executive; and gives a certificate that she is a French public ship, duly commissioned, to which he afterward, on request of the Attorney, added the date of her acquiring that character. Rawle fears this certificate will not be received as legal proof; but M. Adet declines to furnish any other, as beneath the dignity of his nation; and informs the Secretary of State (June 3, 1796) that the French government had ordered him to ascertain, in conference with the Secretary, the reparation for the injuries and damages from the proceedings in the matter of this vessel; and the certificate he furnishes as a courtesy to the United States Government, and not for a cause in which the French government has any further interest. At October term, 1796, the motion of the United States Attorney for a dismissal of the proceedings, on the grounds suggested, came up for argument. At the hearing, another question presented itself, under the statute law, whether the circuit court could take original coguizance of informations for forfeiture under the act of 1794; and the court dismissed the proceedings, on the ground that such proceedings must be instituted in the district court. dismissal was on the 15th October, 1796. On the 19th October, Mr. Pickering wrote to M. Adet, informing him of the dismissal of the suit, and adding, "The ship, now for the first time out of judicial custody, is in the hands of the marshal, but ready to be delivered to your order." To this letter M. Adet made no reply, leaving the vessel now disarmed and out of commission, on the hands of the United States Government. She lay two years at the wharf, when the Government, on the 22d November, 1798, gave notice to the French consul-general of its intention to sell the vessel as perishable, if he knew no objection. He replied that he had no authority to act in the premises. The vessel was then sold at public auction, in this deteriorated state, for \$1,060; and the Secretary of State, Mr. Pickering, gave a bill of sale to the purchasers, dated 9th January, 1797 [9!], in which he recites the proceedings of the circuit court for a forfeiture; the abandonment of her to the United States by the French minister, on the 22d September, 1795; her discharge from the custody of the court; the notice to M. Adet that the vessel was subject to his order; his failure to make any reply thereto; and the deterioration of the vessel, as reasons for the sale.

This detailed account of the case has been given rather in deference to the great importance which an imperfect knowledge of the facts caused to be attached to it of late, in the questions arising out of the relations between England and the United States, than from the importance it will be found entitled to, after this full exposition of its history. It will be seen that the only judicial decision was, that a neutral cannot maintain, in the civil courts of his own country, a private suit

against a foreign vessel of war, or her commander, to recover damages for an alleged illegal capture of his property, where the capture was made on the high seas, under a regular belligerent commission, in time of war, and had been adjudged lawful jure belli by a regular prize tribunal of the captor's country, and the prize was not within the jurisdiction of the neutral country. As the Cassius was taken into judicial custody within twenty-four hours of her arrival, and remained in that custody until after she had been disarmed and dismantled by the French minister, and formally abandoned by him to the United States Government, with a reclamation for damages, the political department of the United States Government never had practically before it the question, what it would do with an armed foreign vessel of war within its control, which had, on a previous voyage, before it became a vessel of war, and while it was a private vessel of French citizens, added warlike equipments to itself within our ports, in violation of our statutes for the preservation of our neutrality. When it came out of judicial custody, it was a stripped, deteriorated, and abandoned hulk, and was sold as such by public auction. The only political action of our Government consisted in this: It refused to interfere to take the vessel from the custody of the judiciary, but instructed its attorney to see that the fact of its being a bona fide vessel of war be proved and brought to the attention of the court, with a motion for its discharge from arrest on the ground of its exemption as a public ship, if it turned out to be so. What course the Executive would have taken as to the yessel, if it had passed out of judicial custody before it was abandoned and dismantled, does not, of course, appear. And that is the only question of interest to international law. Whether the Government would have restored her armed, with asylum continued, or armed yet ordered out of the country with future asylum denied, or would have demanded a partial or entire disarmament, all this must be left to conjecture.

For authorities on the political and judicial history of the Cassius, see United States v. Guinet, Wheaton's State Trials, 93. United States v. R. Peters, Dallas, iii, 121. Ketland v. The Cassius, Dallas, ii, 365. The correspondence between M. Adet and Mr. Pickering, and Mr. Rawle's report, in Waite's Am. State Papers, (2d edit.,) ii, 389-425. Mr. Pickering's dispatch to Mr. Pinkney, of January 16, 1797, part relating to the Cassius; Waite's State Papers, ii, 136-138. Mr. Bemis's pamphlet on American Neutrality, (Boston, 1864,) and Letters of the Boston Daily Advertiser of August 21 and 22, 1865. Letters of Historicus (Mr. Harcourt) to the London Times of November 7, 1863, and April 14, 1865.

The Magdalena, (Talbot v. Jansen, Dallas, iii, 133.) The facts presented by this leading case on neutrality are these: The schooner Fairplay, an American vessel, was sent to Guadaloupe in command of Talbot, a citizen of the United States, in November, 1793, and there sold to Redick, an American citizen temporarily residing there. Talbot and Redick both became naturalized at Guadaloupe as French citizens, after a few days' residence; and the schooner, now named L'Ami de la Point à Petre, was authorized as a privateer, under command of Talbot, by the local French authorities, and sailed on a cruise. She went to the mouth of the Savannah River, and there furnished guns to an American vessel built and owned in Virginia, but then called L'Ami de la Liberté, commanded by one Ballard, a native of Virginia, who held an assignment of a power to command her given by the French admiral in the United States, and recognized and authenticated by the French consul at Charleston. Ballard had gone through the form of relinquishing the character of a citizen of Virginia in a court of that State, but had not been naturalized by French law or visited French territory, yet called himself a French citizen. The two vessels then cruised in company, and captured the brig Magdalena, a Dutch vessel, and brought her to Charleston. The Dutch were then at war with France, and at peace with the United States. Jansen, the master of the Magdalena, filed a libel to compel Ballard, who had immediate charge of the brig, to make restitution. Talbot filed a claim to her as a prize duly captured by him in

war. The cause came by appeal to the Supreme Court.

The Supreme Court held that Ballard was a citizen of the United States; that the pretended authority to him, given or adopted by the French consul at Charleston, to cruise in command of an American vessel lying in the United States, under the French flag, against commerce friendly to us, was invalid; that his taking guns on board in our waters for that cruise was a violation of our sovereignty; and that any prize made by him on that cruise, and brought into our ports, must be restored. As to Talbot, the court held that, even assuming him to be a French citizen and his vessel to be a French privateer, his commission did not authorize him to arm and fit out an American vessel in our waters, and to make a consort of her, when she was not commissioned as a French cruiser, so as to exempt their joint prizes, brought into our ports, from being subject to our jurisdiction, and restored by our courts. The Magdalena was ordered to be restored.

The Alfred, (Dallas, iii, 307.) A vessel was built in New York for the purpose of being employed as a privateer in the then apprehended war with Great Britain. The controversy being adjusted, she was sent to Charleston, and there sold to a French merchant, who took her to a French island, where she was fully equipped and armed and commissioned as a privateer, sailed on a cruise, and captured the British merchant ship Alfred, and brought her to Charleston. When she left the United States, her equipments were imperfect, but calculated for war, though such as were then frequently used in merchant vessels. The court held that this was not such a fitting out in the United States, to cruise against friendly commerce, as authorized a restitution. She was lawfully fitted out in view of our own hostilities, and then sold bona fide to a private citizen of a nation engaged in war, who sent her out of the country unchanged, not to cruise, but to go to France, there to get authority and means to cruise.

The Phæbe Ann, (Dallas, iii, 319.) The court refused to restore a prize brought into our ports by a French privateer, which had previously made necessary nautical repairs in our ports, no other act being alleged against her as illegal, than taking out and replacing her guns, to facili-

tate her repairs.

The Exchange, (Cranch, vii, 116.) In this case an opinion of the highest order of merit was delivered by Chief Justice Marshall. The Exchange was alleged to be an American vessel, the property of the libellants, lying in Philadelphia, in the unlawful custody of a Frenchman named Begon, who assumed to control her; and an order of restitution was prayed for. Mr. Dallas, the attorney for the United States, intervened with a suggestion that the vessel was a public armed ship of the Emperor Napoleon, duly commissioned in France as such, and visiting Philadelphia only as a port of necessity. The cause was argued by Pinkney and Dallas for the United States, and Harper and Hare for the libellants. The decision was, that, assuming the vessel to have been once the property of the libellants, as she was now a public armed vessel of a friendly state, visiting our ports in pursuance of the understood permission of nations, the court would not try the question, by proceed-

ings against the vessel or her commander, of the legality of the act by which she had been converted into a public ship; and that it was proper that the suggestion of her character and immunity should be made by the attorney for the United States.

Santissima Trinidad, (Brockenbrough, i, 470, Chief Justice Marshall's Circuit Decisions.) The act of 1794 is declaratory of the preëxisting law of nations, and intended to aid the Executive in the enforcement of

the law. Also, Opinions of the Attorneys General, vii, 367.

Alerta, (Cranch, ix, 359.) The French privateer L'Épine, being at New Orleans, increased her crew by secretly shipping several persons known to be Americans, went to sea, and captured the Spanish brig Alerta, and sent her into New Orleans, as a port of necessity. On the petition of the owner, the court held that it had jurisdiction to inquire whether the prize was made by a vessel which had increased her force for the cruise, in violation of our sovereign rights. Restitution was made.

The Invincible, (Wheaton, i, 238.) A French privateer, captured by a British vessel of war, and captured again from the British prize crew by an American cruiser, was brought into a port of the United States for adjudication as prize. The original French owner claimed restitution, which was allowed, on payment of salvage to the American captor. The privateer was sold by consent, and the proceeds substituted. An American citizen intervened with a claim against the proceeds, on the ground that a vessel of his had been unlawfully captured by the privateer while under French command. The court decided that this question could not be inquired into; that where a privateer, duly commissioned as such by a belligerent state, comes into a port of a neutral power, the courts of that Power cannot proceed against her or her officers, to obtain compensation for an alleged illegal capture made by her of a vessel of a citizen of that neutral power. The acts of the privateer, done in execution of the war powers, have the same exemption from such procedure as those of a vessel of war the property of a state. There are a great many dicta in the opinion of Judge Washington, but that is the only point decided. The reasoning of the decision is, that, prima facie, a court of admiralty has the function of inquiring into violent dispossessions of property at sea; that, if it is suggested that the act was done jure belli, under authority of a state, the court may inquire into the validity of the authority or commission, so far as to detect piracy, and make sure that there is a sovereign responsibility for the act; but, if there be such, it cannot pass upon the question whether the capture, made bona tide under such authority, was in accordance with the rules of war. The court may, however, for other reasons, continue its inquiry, as if it is suggested that the capture was made in violation of the sovereign right of its own state, as when made within its waters, or by a vessel which had been fitted out or otherwise equipped for the cruise in violation of the rights of the state as a neutral sovereignty. may do, for the purpose of restoring a prize within its jurisdiction. the court did not say, even as an obiter dictum, that the civil court of admiralty, in a private suit, could, even on such grounds, proceed against, condemn, and sell a vessel duly commissioned and serving as a public ship of war of a foreign power.

Estrella, (Wheaton, iv, 298.) A Venezuelan privateer, having increased her crew at New Orleans, captured the Spanish brig Estrella, and sent her to New Orleans. On claim of the Spanish owner, the Estrella was

restored.

Le Amistad de Rues, (Wheaton, v, 385.) A Venezuelan privateer

captured a Spanish vessel on the high seas, and sent her toward New On her way she was taken possession of by a United States ship and carried into that port. She was there libeled by the Spanish owner in the court of admiralty for restitution, on the ground that the privateer which captured her had increased its force within the United States before the capture, in violation of the neutrality laws. The court decreed restitution, and made a further decree condemning the commander of the privateer to pay damages to the owner of the vessel for loss occasioned by the capture. An appeal from both decrees was taken to the Supreme Court. That court, on examination of the proofs, decided that the privateer had not violated our neutrality laws by the work done upon her, and dismissed the libel. This was, it will be seen, only a decision on a question of evidence; and by that decision the whole suit failed. But Judge Story, in delivering the opinion of the court, thought proper to go beyond what was necessary for terminating the suit, and said that, if the privateer had violated our neutrality laws, so as to have warranted the decree of restitution of the prize, that would not have justified the decree for damages. In explanation of this distinction, the . learned judge shows that a civil court of a neutral country cannot adjudicate upon the validity of a capture jure belli, as between the captor and the prize. Its only function is to vindicate the offended sovereignty of its own country. If a prize is taken in war, in violation of the territory or other rights of a neutral, the neutral may undo the act, and put the parties in statu quo ante, by releasing the prize and restoring it to the owner. And the owner of the prize may demand that. The neutral does this solely to vindicate its own sovereignty, and not with any regard to the validity or invalidity of the capture as between the par-Into that it need not and cannot inquire. The fact that a capture is made in violation of the rights of a neutral sovereign is no legal objection to the capture, as between the parties. Consequently, the neutral court cannot award damages to the owner of the captured vessel, as for a capture made without probable cause, or as otherwise ille-With reference to this distinction, Judge Story used the following language: "The neutral nation should fairly execute its own laws, and give no asylum to the property unjustly captured. It is bound, therefore, to restore the property, if found within its own ports. Beyond this it is not bound to interpose between the belligerents." This clause of the opinion has been, apparently with no attention to the facts to which alone it refers, unwarrantably cited, in Parliament and elsewhere, during the recent controversy, as an authority to the point that the political department of a neutral state is under no obligation to refuse asylum to a belligerent cruiser that has violated its neutrality. (Speech of Sir R. Palmer, attorney general, in the House of Commons, May 13. 1864.) . That question was in no way before the court; the opinion had no reference to it; and, indeed, the question is not a judicial one.

La Concepcion, (Wheaton, vi, 235.) The Supreme Court ordered a restitution to the Spanish owner of a vessel taken by a privateer built, fitted out, manned, and owned in the United States, and commanded by a citizen of the United States, and which had sailed thence to cruise under the Buenos Ayrean flag and commission. It was proved that, after one cruise, she went to Buenos Ayres, and that the capture was on a second cruise. But, there being no satisfactory proof of a sale at Buenos Ayres, the court held her to be still an American vessel, belonging to the same owner, and decreed restitution of her prize.

Bello Corrunes, (Wheaton, vi, 152.) A vessel owned and commanded by American citizens, and fitted out and armed in Baltimore, sailed

thence, under Buenos Ayrean colors and commission, on a cruise against Spanish commerce; the commander assuming to have become a Buenos Ayrean citizen, but leaving his family domiciled in Baltimore. a cruise, she went to Buenos Ayres, where a form of sale was gone through with, to another American domiciled there. She then proceeded on a new cruise, and captured the Spanish vessel Bello Corrunes, which, after many adventures, including a cruise as consort to her captor, came into Newport, Rhode Island, where she was libeled in behalf of the Span-The court held that the commander of the privateer was ish owner. still an American citizen; that the sale at Buenos Ayres was only ostensible; that cruising as privateers against Spanish commerce by American citizens, under whatever foreign authority, was in violation of our treaty with Spain; and that, consequently, our courts would restore Spanish prizes made by such American vessels, when within our juris-There had been no condemnation of the prize by a Buenos Avrean tribunal.

Santissima Trinidad, (Wheaton, vii, 283.) The facts as found by the court were, that a brig owned, built, and armed in the United States. and used as a privateer in the war with Great Britain, was, at the close of that war, sent under the American flag to Buenos Ayres, for sale. She was there sold to the Buenos Ayrean government, and duly commissioned as a public ship of war of that state, and called the Independencia, and proceeded to cruise against Spanish commerce. She put into Baltimore; augmented her force, in violation of our statutes of neutrality, by enlisting persons not Buenos Ayrean subjects, and by other acts; and then captured the Spanish ship Santissima Trinidad, took cargo from her, came to Norfolk with this cargo on board, where it was taken out and lodged in the public stores, while she was under While in the stores, it was libeled in behalf of the Spanish The court decided—(1) That the clause in the treaty with Spain, prohibiting cruising against the commerce of either nation by citizens of the other, was confined to privateers; (2) That captures made in violation of our neutrality, by public vessels, were as much subject to restitution, when coming within our jurisdiction, as those made by privateers; (3) That, as our Government had recognized the existence of a civil war between Buenos Ayres and Spain, and avowed her determination to remain neutral, the captures of either party would be treated with the same respect, although our Government had not recognized the independence of Buenos Ayres; (4) That a condemnation made by a prize tribunal of Buenos Ayres of this property, after it had been libeled in this cause and was in custody of the court, would not prevent the court making restitution to the owners; and (5) That, whatever might be the exemption of the Independencia herself, this prize cargo, landed and stored at the request of her commander, was subject to this proceeding. The grounds for decreeing restitution were sufficient. Judge Story, in delivering the opinion of the court, said—which was not necessary to the decision of the case, as there had been illegal augmentation of force—that the sending of this vessel, fully armed and ready for use in war, under American colors, papers, and command, to Buenos Ayres, for a bona fide purpose of offering her there for sale in the market, as a commercial enterprise, though it subjected her to capture as contraband, would not be a violation of our national neutrality. He also suggested that, in all cases where prizes came into our jurisdiction which has been made in violation of our national rights as neutrals, whether as being captured within our waters, or as made by vessels fitted out in our ports, the proceeding for restitution to the belligerent owner ought, on principle, to be instituted or sanctioned by the Government itself, and not upon private responsibility, since the captures, as between the two belligerents, were valid, and only to be disregarded as violations of our national rights; but, as the practice had been uniform to proceed on private complaint, it would be recognized by the court; and the practice could, if found inconven-

ient, be altered by Congress.

Gran Para, (Wheaton, vii, 471.) The schooner Irresistible was built and owned in Baltimore, and sailed thence in 1818, the owner being in command, to Buenos Ayres. She had in her hold, entered as cargo, guns and other things suitable to fit her for hostile operations, and a crew of fifty men; clearing for Teneriffe as a merchant vessel, and the shipping articles being for a commercial voyage. At Buenos Ayres, a commission was obtained to cruise against Spain, the crew were discharged and the greater part reënlisted for the cruise. The day after she left Buenos Ayres, the captain produced a commission from General Artigas, as chief of the Oriental Republic, to cruise against Portugal, and sent back the Buenos Ayrean commission. She made several Portuguese prizes, took money from them, and returned to Baltimore and deposited it in a bank in that city. A libel was filed in behalf of the owners of the Gran Para (one of the vessels captured) for the amount of money taken from her and on deposit. The opinion is by Chief Justice Marshall. The court thought it clear that the Irresistible had violated the neutrality acts, because the crew were "hired and retained to go beyond the limits and jurisdiction of the United States, with intent to be enlisted and entered in the service," &c.; and because the owner "fitted her out with intent that she should be employed in the service," &c., of a nation at war with one with which the United States was at peace. The taking her armament in her hold in the form of cargo, and the clearance, shipping articles, &c., the court regarded as mere devices to avoid the law; and that the intent, when she was sent from Baltimore, was that she should be employed to cruise in the belligerent service of a state at war with a nation with which we were at peace. The more serious question was, whether this offense was not deposited by the transactions at Buenos Ayres and the entering on a second voyage there, as she had done, and intended to do, no act of hostility on her voyage out. There was no change of ownership at The court says, "This court has never decided that the Buenos Ayres. offense adheres to the vessel, whatever changes may have taken place, and cannot be deposited at the termination of the cruise in preparation for which it was committed;" but held that, in this case, on the facts, the illegal preparation was for the cruise to be begun after a visit to Buenos Ayres, on which cruise this capture was made; and that if, under such circumstances, we should hold that a vessel sailing from our ports for hostile operations could, by visiting a belligerent port, getting a commission, going through the form of discharging and reenlisting her crew, remove the taint of illegal preparation—the whole of which was practically made in our port-and become legitimate cruisers, " the laws for the preservation of our neutrality would be completely eluded," and our neutrality would be "a fraudulent neutrality, disgraceful to our own Government, and of which no nation would be the dupe." The captured money was restored.

Arrogante Barcelones, (Wheaton, vii, 496.) In this case the court restored to the Spanish owner a prize of war brought into our jurisdiction, where the capture had been made by a vessel fitted out in the United States, in violation of our neutrality acts, although there had

been a regular condemnation in the prize court of the captor's country, the prize being still owned and controlled by the original wrong-doer; giving no opinion how it would be, in such case, if the prize were in the

hands of a bona fide purchaser, without notice.

Nereyda, (Wheaton, viii, 108.) A Spanish ship of war was captured by the privateer Irresistible, which was fitted out, owned, and commanded by American citizens, cruising under a commission from Artigas, as chief of the Oriental Republic of Rio de la Plata. The prize was taken to Margarita, an island of Venezuela, and there condemned as prize; Venezuela being an ally of the Oriental Republic. there commissioned as a Venezuelan privateer, and came to Baltimore. Here she was libeled in the behalf of the King of Spain. A claim was put in by one Francesche, who alleged that he had bought her at the prize sale. The court held that this purchase was not proved, and that she was still in the hands and ownership of the owners of the Irresistible; that their title was not improved by the condemnation, if valid

otherwise; and restored her to the King of Spain.

The Fanny, (Wheaton, ix, 658.) A vessel, fitted out as a privateer in Baltimore, owned and commanded by American citizens, sailed thence and cruised under a commission from Artigas, and captured Portuguese property, being cargo of the Fanny, which she took to St. Thomas, whence it was brought to Baltimore. Here it was libeled by the Portuguese owner for restitution. One Levy, a resident of St. Thomas, claimed the cargo as having been bought by him of the captors at St. Thomas. The court held that if he was a bona fide purchaser, which they doubted, his title was not good against the owner, as he had bought it of persons in wrongful possession. In this case, it is to be observed that the capture, as between the government which commissioned the privateer and the Portuguese citizen, was valid jure belli; but the court held that the privateer, being owned and commanded by Americans, could not make a capture which courts of the United States would consider valid, even in the hands of a bona fide purchaser before condemnation.

United States v. Quincy, (Peters, vi, 445.) A Baltimore pilot-boat, called the Bolivar, of about seventy tons burden, belonging to an American citizen, had some repairs made upon her, new spars put in larger than before, and one port hole cut suitable for a gun, and sailed for St. Thomas, with no other circumstance of suspicion than that she had in her hold one gun-carriage and slide, a box of muskets, and thirteen kegs of pow-She was commanded by the defendant, Quincy, and the owner, Armstrong, went in her. At St. Thomas, Armstrong procured funds, fitted her out as a privateer, under the name of Las Damas Argentinas, and sailed under the Buenos Ayrean flag-Quincy still in command, and Armstrong on board—and made captures of Spanish vessels. returning to the United States, was indicted in the United States court. The charge on which the question of law arose was, that he had been "knowingly concerned in the fitting out of a vessel called, &c., with intent that such vessel should be employed in the service of," &c. clause of the statute is in these words: "If any person shall, &c., be knowingly concerned in the furnishing, fitting out, or arming of any ship or vessel, with intent that such ship or vessel should be employed in the service of," &c.

The case came to the Supreme Court on the question what instruction ought to have been given to the jury. There were but two points of international interest: the first, as to the fitting out and arming of the vessel; and the second, as to the intent with which she was fitted out. The counsel for the defendant contended that the offense was not committed, if the vessel, at Baltimore and on her voyage to St. Thomas, and on her arrival there, was not armed, or at all prepared for war, or in condition to commit hostilities; that the offense consisted either in arming a vessel, or in fitting out an armed vessel. This instruction was refused; and the court ruled that either fitting out or arming was an offense; and that it was not necessary that the vessel fitted out should be an armed vessel, or in condition to commit hostilities; and that the offense might have been committed, although the jury should find that "the equipments were not complete within the United States, and that the cruise did not actually commence until men were enlisted and further equipments made at St. Thomas, and although the vessel had no large gun, no flints, nor any cannon or musket balls, and that the muskets and sabers were nailed up in boxes during the voyage."

On the second point—that of the intent—there was evidence tending to show that the owner had no funds at Baltimore, and no contract for any at St. Thomas, or sure means of getting any there, for fitting the vessel out as a privateer; and that his ability to fit her out there depended upon his getting the funds, which he did get, in fact, only after exertions, and in pursuance of no preëxisting contract or arrangement. On these facts, the counsel for the defendant asked the court to instruct the jury that the offense was not committed if, when the vessel was fitted out, the owner had "no present intention of employing said vessel as a privateer," but intended, when he equipped her, to go to the West Indies "in search of funds with which to arm and equip said vessel to prepare her for a cruise," &c.; or if he had "no fixed intention to employ her, &c., but only a wish to employ her, &c., the fulfillment of which wish depended on his ability to obtain funds in the West Indies for the purpose of arming and preparing her for war," &c. The instructions ordered by the court to be given were, that there must have been in the United States a fixed and present intention, not contingent or conditional, to employ her in cruising; and that, if there was not such fixed and present intent, the offense was not committed by a mere intent to go to the West Indies, and endeavor to procure funds to prepare her for such employment, contingent on getting the funds. On the other hand, if there was that fixed and present intent so to employ her, the offense was committed, although it was liable to be defeated, and was known to be liable to be defeated, by a failure to get the necessary funds in the West Indies.

In the course of the reasoning of Mr. Justice Johnson in delivering the opinion of the court, it is said that, assuming the defendant's position to be sound, which supposes the statute to contemplate two classes of offenders—first, those who do or attempt to do the act, and, second, those who are privily concerned in the doing of the act by the first class—and to require, by its words, that the first class must arm as well as fit out, still "an attempt to do an act does not imply a completion of the act, nor any definite progress toward it. Any effort or endeavor to effect it will satisfy the terms of the act." The court considers the varied phraseology of the statute-embracing the doing, endeavoring to do, or being knowingly concerned in doing, the prohibited acts-"was intended to embrace all persons, of every description, who might be engaged, directly or indirectly, in preparing vessels with intent that they should be employed in committing hostilities against any power with whom the United States were at peace." And, on the other point, the reasoning of the court is, that the statute does not intend to prohibit armed vessels belonging to citizens of the United States from sailing from the United States because there are foreign wars, but only

requires that the parties shall give security that they shall not employ them in the manner prohibited. The offense of fitting them out, whether armed or not, consists in the intent with which the fitting out is done. The intent "is the material point on which the legality or criminality of the act depends, and decides whether the adventure is of a commercial or warlike character."

Kenneth v. Chambers, (Howard, xvi, 38.) An inhabitant of Texas made a contract to convey land in that country to citizens of the United States, in consideration of advances of money made by them in the United States, to enable him to raise men and procure arms to carry on the war with Mexico; the independence of Texas not having at that time been acknowledged by the United States. After the recognition of the independence of Texas, these citizens endeavored to compel the performance of this contract. The Supreme Court held that the contract was, when made, contrary to our national obligations to Mexico, and violated our public policy, and could not be enforced in our courts, even after recognition of independence.

United States v. Kazinski, (Law Rep., viii, 254.) The offense under the second section of the act is in hiring or retaining persons in this country to go beyond the jurisdiction for the purpose of enlisting. It is not a crime for a citizen to leave the country for the purpose, or merely to transport others who go voluntarily for that purpose. See

also Opinions of Attorneys General, iv, 336.

IV.—POLITICAL HISTORY OF THE SUBJECT SINCE THE PASSAGE OF THE NEUTRALITY ACTS.

During the wars for independence between the South American provinces and Spain and Portugal, the powers involved were all maritime; and there was a strong sympathy in the United States in favor of the provinces, not only as being American and republican, with constitutions modeled on our own, but as struggling against government by remote monarchies, in whose powers they had no part, and with which we had little connection and no sympathy. The large and rich commerce also of Spain and Portugal offered a temptation to persons of a freebooting tendency. Vessels were constantly sent from the United States, which were afterward found engaged under the South American flags, as privateers. Sometimes their prizes came into our jurisdiction, and sometimes the persons concerned returned here. Frequent causes arose in our courts, either in the way of criminal prosecutions, or of civil proceedings for the restoration of prizes. There was less cause, however, for executive action, as we had now what we had not during Washington's difficulties—statute laws on the subject, a settled course of judicial proceedings, and an adequate civil force; and it had been settled that restitution of prizes could be made in private suits without governmental authorization. The number of vessels restored by such suits to Spanish and Portuguese owners, as having been captured by vessels illegally fitted out here, was very large.

The Spanish government complained that a military expedition had been fitted out in New York under Miranda, in 1805, to operate against Spain in South America. There seems no doubt that this might and ought to have been prevented by us. They also complained that privateers were largely fitted out, in the Southern States, to cruise against Spanish commerce under provincial flags. It has been seen that a new clause was introduced into our neutrality acts, at the request of the Spanish minister, so as to include the provinces which were in civil war

with Spain. The correspondence admits the disposition of the Executive to do its duty in respect to these privateers, but complains that the results were unsatisfactory, and the evil not effectually repressed. United States Government's replies are to the effect that, having made satisfactory laws and provided adequate tribunals, and no case of neglect or refusal to do its full duty in preventing the outfitting of such vessels, or the restitution of prizes taken by such vessels, being pointed out, the United States is not liable for the acts of its citizens, or of privateers fitted out in its territory, if the acts were done beyond its jurisdiction. As many as seven citizens were prosecuted, by authority of the Government, for violation of neutrality; and stringent orders were issued to the proper officers in all the ports. It is not to be denied that they were often eluded, and that great wrongs were done by individuals. United States had, at this time, large claims against Spain, arising out of the wars of the French Revolution. The result of a long correspondence was the Spanish treaty of 22d February, 1819. This treaty, which included the cession of Florida, was expressed as intended to be a "reciprocal renunciation of all claims for damages or injuries," up to the time of signing. It expressly includes (Art. IX) a renunciation, on the part of Spain, of "all injuries caused by the expedition of Miranda, fitted out and equipped at New York;" and of "all claims of Spanish subjects upon the Government of the United States arising from unlawful seizures at sea, or within the ports and territories of the United States;" and of "all claims of subjects of His Catholic Majesty upon the Government of the United States, in which the interposition of His Catholic Majesty's government has been solicited, or which may have been made to the department of foreign affairs of His Majesty, or to his minister in the United States." As to Spain, then, it is understood that the whole subject was satisfactorily settled by a reciprocal renunciation of claims, as offsets, and no decision has ever been or can now be had, political or judicial, as to whether, for any such claims, the United States were actually liable. (Letters of Señor Onis, of January, 1817; 24th October and 16th November, 1818; and 7th February, 1819; and of Mr. Adams, of 13th February, 1819.)

Our relations with Portugal were not adjusted to her satisfaction. On the 20th December, 1816, M. Correa de Serra presented to Mr. Monroe, Secretary of State, a strong case of violation of neutrality in Baltimore. He was careful to acquit the Executive of neglect or unwillingness, and disdains asking for compensation, but suggests additions to our neutrality laws of a preventive character. These were at once acceded to by the Executive, and passed by Congress in the act of 3d March, 1817. M. de Serra always expressed himself satisfied with the legislation adopted. (Letter of 4th February, 1819, and Mr. Adams's reply of the same month.) March 8, 1818, M. de Serra presented cases of vessels captured by one of these cruisers, which had escaped from the United States before the passage of the act. To this letter Mr. Adams, Secretary of State, replied (letter of 14th March, 1818) that, as the United States had "used all the means in their power to prevent the fitting out and arming of vessels," and had "faithfully carried into execution the laws enacted to preserve inviolate the neutral obligations of the Union," it "could not consider itself bound to indemnify individual foreigners for losses by capture over which the United States have neither control nor jurisdiction. For such events no nation can, in principle, nor does, in practice, hold itself responsible." He reminds the minister that the admiralty courts will and do restore prizes within their reach, captured in violation of our laws, and that individuals will

be and have been prosecuted criminally. Mr. Adams, November 20, 1818, requested the Portuguese minister to furnish a list of the persons chargeable with violations of our laws to the injury of Portugal, and of the witnesses against them, for the purpose of prosecution; and prosecutions were ordered by the Government in cases which seemed sus-

tained by the evidence.

Early in 1819 the Portuguese minister brought forward a grievance of a new character. This was, that the flag of José Artigas, chief of the Banda Orientale, was allowed to be shown in Baltimore on prizes sent in there, and that privateers of that flag were recognized as belligerents, when, as he alleged, Artigas had no sea-port in South America under his control. In November of that year he presented lists of injuries done to fifty Portuguese vessels, and declared that, in one port alone of the United States, twenty-three ships had been fitted out as privateers

July 16, 1820, the Portuguese minister proposed that a commission be appointed by the two powers to confer and agree on what reason and justice demanded. This proposal was declined, (letter of 30th September, 1820,) upon the ground that, no charge of neglect or refusal being made against the Government, and the Government being satisfied that it had done its duty, the United States could not be responsible for acts done beyond its jurisdiction and control; that criminal prosecutions were duly made by the Government on the presentation of proof, and that the civil courts would make restitution of prize property within their reach; and that, beyond these remedies, no nation was required to make compensation which had done its duty in providing laws and enforcing them.

This demand for a commission was renewed in 1822, and declined on the same grounds. It was again renewed in 1850, and was met with an answer by Mr. Clayton, Secretary of State, 30th May, 1850, affirming the position of the United States Government in 1820 and 1822, and declining to reopen the discussion. There was a rejoinder by the Portuguese minister of November 7, 1850. Here the correspondence closed.

There can be no question that, for a time, violations of our laws, by the fitting out of vessels in our ports, especially in Baltimore and other southern cities, to cruise against Portuguese commerce, were frequent and open, and that Portugal suffered greatly from them. On the other hand, it is true that the United States made special laws, satisfactory to Portugal, at her request; prosecuted criminally both citizens and foreigners; made restitution of prizes, and suppressed by force the establishments of Amelia Island and Galveston, beyond our territory; and that the Portuguese minister did not allege that the Executive failed of its duty, but, on the contrary, spoke of its "conscientious earnestness." It seems, also, from the reports of claims made in 1850, (ride infra,) that these measures of repression were successful, as scarcely a case of claim was made after 1820. He suggested no remedy or means to be adopted, and the Government took the position that it had acted in good faith, and with due diligence, in prosecuting all persons properly charged with offenses on probable testimony, and that the courts were open and effectual to give redress, in the way of restitution, whenever the law of nations required it. On the subject of the permission of the Artigas flag, nothing appears to have been done by our Government, yet the subsequent correspondence does not seem to refer to it. Artigas had possession of the entire republic of Uruguay, including Montevideo and other ports, when he was at war with Portugal. The Portuguese minister probably refers to a condition he may

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have been reduced to, by stress of war, at some particular period of the contest.

The real difficulty seems to have been that the public sympathy for the South American struggle was so strong and general, and the appeals to enterprise and cupidity so tempting, that the matter got, for a time, quite beyond the repressing powers which were brought to bear; and the Portuguese government either was not willing to, or could not justly, charge the Government with intentional remissness at the time. This furnished the United States with a position for refusing to agree to a commission, whose sole duty, on that state of relations, would be to determine whether anything, and what, should be paid by the Government for Portuguese losses. The charge of remissness, made first in 1850, after thirty years, by another generation of diplomatists, was tardy and inconsistent. The diplomatic position of the United States seems to be defensible, within its exact limits; yet, in point of fact, Portuguese subjects suffered great wrongs from citizens of the United States, committed in violation of our laws and of their rights.

In 1848, during an armistice in the hostilities between Denmark and the Germanic Confederation, the latter power fitted out a steamer at New York, to be used as a ship of war. To the objection of the Danish minister, the representative of the Confederation replied that the vessel had been ordered independently of this war, and was intended for defensive purposes during the armistice. This was not deemed satisfactory by the United States Government, and she was not permitted to proceed to Germany until security had been given that she should not be employed as a vessel of war during hostilities with Denmark, including all periods of armistice. (Annuaire des deux Mondes, 1852–153, p. 485. Ex. Doc. 31st Cong., No. 5. Opinions of Attorneys-

General, v. 92.)

During the Crimean war, in 1855, the British consul at New York furnished affidavits charging that a large vessel, called the Maury, fitting out there, was intended to cruise under the Russian flag against British commerce. On the receipt of these documents, the United States attorney, although he did not think the evidence credible, yet, in order to give opportunity for a complete examination, libeled the vessel, and placed her in the custody of the marshal. After a full examination, the British consul was satisfied, and withdrew the complaint.

(Senate Doc. 34th Cong., 238.)

In 1866, on an affidavit of the Spanish consul, charging that the steamer Meteor was fitted out to cruise against Spanish commerce, under the Chilian flag, she was arrested at once by the United States attorney, at New York, without waiting for authority from Washington. A libel was filed, under like circumstances, in Boston, the same year, against the steamer Cherokee. Indeed, it is the practice for the local law officers of the United States to treat the neutrality acts like other penal statutes, and, on exigencies, to libel and arrest vessels about to depart, upon affidavits showing only probable cause. And, where the Department of State acts, its test is only probable cause. (Mr. Seward's letters, in the cases of the Meteor and Cherokee.)

SUMMARY.

The results of the legislative, executive, and judicial proceedings in the United States on this subject may be stated, in substance, thus:

The United States acknowledges an obligation to preserve impartiality between foreign belligerents. Overt acts of hostility committed

within its jurisdiction, being violations of its own sovereign authority, it will repress on its own account. It will also prevent or punish them, as a measure of justice to foreign interests lawfully within our jurisdiction and protection which suffer from them. One mode of redress is to take possession of any property thus captured, and found within our jurisdiction, and restore it to the injured party. Where restitution cannot be made, the government may make the aggression a cause of complaint against the power responsible for it, and obtain compensation for the benefit of the party injured. Our Government has not been called upon to meet the question, what its own liability would be in case it did not succeed in obtaining compensation from the power making the aggression, having itself failed to prevent the act, in a proper case, not from neglect or unwillingness at the time, but from want of an adequate force; and it is no part of the purpose of this historical note to suggest rules to meet possible cases.

The Government also recognizes its obligation to prevent a belligerent, or its own people, from doing proximate acts of hostility within our territory. As violations of our own sovereignty, or as endangering our own peace, such a case is purely one of internal policy; but as respects others, this obligation arises out of the fact that, as to such matters, it is impossible to preserve impartiality, and to create a balance of opportunities for the respective belligerents. Either one that suffers, therefore, from such an act, may complain that, when permitted, it is a violation of impartiality as well as of neutrality. It is assumed that a line can be practically established, reasonably to distinguish proximate acts of hostility from the rights of trade and asylum, and is so established by the law of nations. Our obligation arises from the law of nations, and not from our own statutes, and is measured by the law of nations. Our statutes are only means for enabling us to perform our international duty, and not the affirmative limits of that duty. We are as much responsible for insufficient machinery, when there is knowledge and opportunity for remedying it, as for any other form of neglect. Indeed, a nation may be said to be more responsible for a neglect or refusal which is an imperial, continuous act, and general in its operation, than for neglect in a special case, which may be a fault of subordinates.

As to what shall constitute unlawful proximate acts, our rule has been to prohibit the enlistment here of men for belligerent service, or a contract made here to go abroad and there enlist; or the accepting here of a belligerent commission for service abroad. But we allow a vessel of war to enlist here subjects of its own sovereignty, transiently in the

United States, to serve on board that vessel.

In case of vessels already armed and commissioned by a foreign belligerent, whether public vessels or privateers, they shall not, in our ports, increase their capacity for hostile purposes, whether of offense or defense. This rule may be violated by enlisting men, or by adding to the physical efficiency of the vessel in a respect which is not purely nautical, and such as a merchant vessel would not require. We have not found it necessary to restrict the stay of belligerent cruisers, or their prizes, in our waters, to less than the terms of asylum usually allowed to public vessels in time of peace.

As to the preparing of vessels within our jurisdiction for subsequent hostile operations, the test we have applied has not been the extent and character of the preparations, but the intent with which the particular acts are done. If any person does any act, or attempts to do any act, toward such preparation, with the intent that the vessel shall be employed in hostile operations, he is guilty, without reference, to the com-

pletion of the preparations, or the extent to which they may have gone, and although his attempt may have resulted in no definite progress toward the completion of the preparations. The procuring of materials to be used, knowingly, and with the intent, &c., is an offense. Accordingly, it is not necessary to show that the vessel was armed, or was in any way or at any time, before or after the act charged, in a condition to commit acts of hostility.

On the point of the intent, more nicety and discrimination are neces-If the person charged has himself the control of the vessel, to put her into foreign belligerent service, the question of the intent to employ her is simple. If he has not, he is still chargeable with doing acts, or being knowingly concerned in the doing of acts, of or toward the preparation, with the intent that the vessel shall be so employed, though others may control her during the preparations. But the intent must be that she shall be so employed; and the intent must be a fixed and present intent, and not a wish or desire merely that she may be. If there is a contingency, it must, to exculpate the party, be one which forms a condition-precedent to the intent; and not merely a conditionprecedent to the employment, or a condition-subsequent which may defeat the intent. Thus, if the owner sends a vessel, not completely ready for hostile operations, with instructions to her commander to complete her preparation and obtain letters of marque in the port of destination, and, in case of failure in obtaining the commission and equipment, to take a cargo and return, he would doubtless be guilty; for he has entered on the execution of his purpose, and those are only the ordinary contingencies to all employments, by which they may be defeated. But the purpose to which he shall put his vessel after her arrival may depend on circumstances so entirely contingent and fortuitous, as to relieve him from the charge of a fixed intent at the time he sends her out.

It will be seen at once, by these abstract definitions, that our rules do not interfere with bona fide commercial dealings in contraband of war. An American merchant may build and fully arm a vessel, and supply her with stores, and offer her for sale in our own market. If he does any acts, as an agent or servant of a belligerent, or in pursuance of an arrangement or understanding with a belligerent, that she shall be employed in hostilities when sold, he is guilty. He may, without violating our law, send out such a vessel, so equipped, under the flag and papers of his own country, with no more force of crew than is suitable for navigation, with no right to resist search or seizure, and to take the chances of capture as contraband merchandise, of blockade, and of a market in a belligerent port. In such case, the extent and character of the equipments are as immaterial as in the other class of cases. The intent is The act is open to great suspicions and abuse, and the line may often be scarcely traceable; yet the principle is clear enough. Is the intent one to prepare an article of contraband merchandise, to be sent to the market of a belligerent, subject to the chances of capture and of the market? Or, on the other hand, is it to fit out a vessel which shall leave our port to cruise, immediately or ultimately, against the commerce of a friendly nation? The latter we are bound to prevent. The former the belligerent must prevent. In the former case, the ship is merchandise, under bona fide neutral flag and papers, with a port of destination, subject to search and capture as contraband merchandise by the other belligerent, to the risk of blockade, and with no right to resist search and seizure, and liable to be treated as a pirate by any nation, if she does any act of hostility to the property of a belligerent, as much as if she did it to that of a neutral. Such a trade in contraband a belligerent may cut off by cruising the seas and by blockading his enemy's ports. But, to protect himself against vessels sailing out of a neutral port to commit hostilities, it would be necessary for him to hover off the ports of the neutral; and, to do that effectually, he must maintain a kind of blockade of the neutral coast, which, as neutrals will not permit, they ought not to give occasion for.

No cases have arisen as to the combination of materials which, separated, cannot do acts of hostility, but, united, constitute a hostile instrumentality; for the intent covers all cases, and furnishes the test. It must be immaterial where the combination is to take place, whether here or elsewhere, if the acts done in our territory—whether acts of building, fitting, arming, or of procuring materials for these acts—be done as part of a plan by which a vessel is to be sent out with intent

that she shall be employed to cruise.

As to penalties and remedies, parties guilty are liable to fine and imprisonment, and the vessel, her apparel and furniture, and all materials procured for the purpose of equipping, are forfeit. In cases of suspicion, revenue officers may detain vessels, and parties may be required to give security against hostile employment; and the President is allowed to use the Army and Navy or militia, as well as civil force, to seize vessels, or to compel offending vessels, not subject to seizure, to depart from our ports. What vessels shall be required to depart is left to the judgment of the Executive. If a prize, captured by a vessel which has been fitted out in violation of the laws, is within our control, the courts will restore her to the owners on their application; and it is not necessary that the proceedings should be instituted by the Government. prize is in the hands of the original wrong-doer, it will be restored, notwithstanding a condemnation otherwise valid; and a condemnation decreed after seizure for restitution will be disregarded. If a prize so captured has become the property of the belligerent nation, and been taken into its public service as a vessel of war, it will not be seized for restitution. It has not been decided what will remove the taint of an illegal outfit, so as to exempt a vessel's prizes from restitution, but it has been decided that a non-belligerent voyage to a belligerent port, and a completion and commissioning there, with subsequent cruising, do not of themselves necessarily constitute a separate enterprise, so as to remove the taint.

A privateer, being private property, is liable to be seized and sold by civil process, in municipal tribunals, for violation of municipal laws, like any other private property. Her commission, being a mere permission to make captures, which she may exercise or not at her option, does not put her into the class of vessels in the service of a sovereign But the government giving her the commission is responsible for her captures made under it jure belli, and has the exclusive right to adjudicate upon their validity, as in case of captures made by a public If we inquire into such captures, it is only for the purpose of redressing violation of our own sovereign rights. In such case we make no distinction between those made by privateers and those made by public vessels, and we simply undo the illegal act by releasing the prize. We do not undertake to secure compensation to the belligerent for an illegal capture in the way of damages, for we do not inquire into the validity, jure belli, of the capture as between the parties. That would be not vindicating our own sovereign authority, but adjudicating on prize. The restitution is irrespective of the validity of the capture jure belli, and for another reason. But vessels of war in the public service are considered as belonging to the class of public sovereign instru-

mentalities, and are exempt from seizure by judicial tribunals. Our Government will not undertake to seize and proceed against such a vessel, by a judicial process in our courts, for a violation of our laws committed before she became a public ship of war. If such a vessel is proceeded against, either in the way of arrest, or dismissal from port, or refusal of a right to enter, or compelling her disarmament, it must be a political act of the Government, on its international responsibility, and not as a judicial remedy for a breach of municipal law. It is not remembered that any instance has occurred where the United States has felt bound or entitled to resort to such measures against a public The truth is, such a case would usually be settled by diplomatic arrangement between the Government and the minister of the nation to which the ship belonged, without the necessity of overt acts against the The case of the Cassius came near presenting this question to our Government, but, as we have seen, resulted otherwise. In some cases of judicial proceedings arising out of the South American war, commissions as ships of war were set up; but no vessel was adjudged forfeit where the court was satisfied that it was bona fide a public vessel, owned and commissioned by an acknowledged nationality.

THE PREVENTION IN THE PORTS OF THE UNITED STATES OF VESSELS ALLEGED TO BE FITTING OUT TO CRUISE AGAINST THE COMMERCE OF FRANCE.

Mr. de Geofroy to Mr. Seward.

[Translation.]

LEGATION OF FRANCE TO THE UNITED STATES, New York, November 12, 1864.

SIR: It would appear, agreeably to the information which has reached the government of the Emperor from various quarters, that Ex-President Juarez has not abandoned the project of issuing letters of marque against our commerce, and that there are being constructed in the ports of the United States, especially at New Orleans and at San Francisco, vessels destined to cruise for his account.

I bring this fact to the knowledge of your excellency, not supposing, however, that the Federal Government, had it learned it from another source, would not have immediately taken measures to prevent the departure of these vessels, which is announced as very near at hand.

If, however, the good faith of the authorities of the United States being overreached, these vessels should take the sea, I must inform you that the government of His Majesty could not, in any case, recognize in

them the character of privateer.

Mr. Juarez cannot hereafter be seriously considered a chief of a government. The supreme authority in Mexico has no longer at this time, and for those who are the least impartial, any other real representative than the sovereign called by events to the head of that country. Mr. Juarez, whatever may have been his former position, has, therefore, to-day, neither the title nor the character to issue letters of marque. Those with which he should attempt to supply American or other vessels, being henceforth without value, would expose these vessels and their crews to be treated purely and simply as pirates.

In instructing me to make this declaration to your excellency, the government of His Majesty has, nevertheless, no other intention than that of enabling that of the United States to give this notice again, in due season, to those of its citizens who may have entertained or who are ready to entertain propositions of Juarez or those of his agents.

Accept, sir, the assurances of my high consideration,

L. DE GEOFROY.

Hon. WILLIAM H. SEWARD, &c., &c., &c.

Mr. Seward to Mr. de Geofroy.

DEPARTMENT OF STATE,

Washington, November 18, 1864.

SIR: I have the honor to acknowledge the receipt of your note of the

12th instant, by which I am informed that the imperial government of France has learned from various quarters that the President of the United States of Mexico (by you described as ex-president) has not abandoned the project of issuing letters of marque against French commerce, and that there are being constructed in the ports of the United States, especially at New Orleans and at San Francisco, vessels designed to cruise for his account.

In reply, I am at liberty to inform you that this Government has no knowledge of the design which is thus ascribed to the President of Mexico, nor has it any information that any such vessels are building, as it is supposed, in either of the two ports you have specially designated, or in any other port of the United States. The vigilance of public officers is such as to inspire a confident belief that the information which the Emperor's government has received is erroneous. Nevertheless, for greater security of the present neutrality of the United States, that information will be specially submitted to the proper agents in New Orleans and San Francisco, with renewed injunctions for the discovery and prevention of the arming or fitting out of vessels of war to depredate on French commerce. Similar proceedings will be adopted in relation to other ports upon my receiving any information of unlawful designs or enterprises afoot therein.

It seems unnecessary to discuss the question you have raised, whether the President of Mexico has a right, by the law of nations, to grant letters of marque, inasmuch as this Government peremptorily exacts perfect neutrality from citizens of the United States in the Mexican war.

Accept, sir, a renewed assurance of my high consideration.

WILLIAM H. SEWARD.

Mr. L. DE GEOFROY, &c., &c., &c.

Mr. Seward to Mr. Stanton.

DEPARTMENT OF STATE, Washington, November 25, 1864.

SIR: I have the honor to inclose a translation of a note of the 12th instant, from Mr. L. de Geofroy, in regard to the alleged construction, in the ports of the United States, especially at New Orleans and at San Francisco, of vessels intended to serve as privateers, under letters of marque from President Juarez, of Mexico. I will thank you to cause inquiry to be made as to the correctness of these representations, and in any event to enjoin renewed vigilance on the part of the proper officers, subject to your orders, with a view to the discovery and prevention of the arming and fitting out of vessels of war intended to be used in depredations on French commerce.

I have the honor to be, sir, your obedient servant,

WILLIAM H. SEWARD.

Hon. E. M. STANTON, Secretary of War.

[Same to Secretary of the Treasury. Same to Attorney General.]

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Mr. Seward to Mr. de Geofroy.

DEPARTMENT OF STATE,
Washington, December 9, 1864.

SIR: Referring to your note of the 12th ultimo, in regard to alleged construction in certain ports of the United States of vessels which are to be used as privateers, under letters of marque from President Juarez, of Mexico, I have the honor to inclose, in reply, a copy of a communication of the 26th ultimo, from the War Department, from which it will be seen that all needful precautions within the control of that department have been taken to prevent the arming or fitting out of vessels to depredate on French commerce.

Accept, sir, the renewed assurances of my high consideration.

WILLIAM H. SEWARD.

Mr. L. DE GEOFROY, &c., &c., &c.

Mr. Dana to Mr. Seward.

WAR DEPARTMENT, Washington City, November 26, 1864.

SIR: The Secretary of War directs me to acknowledge the receipt of your communication of the 25th instant, inclosing a copy in translation of a note from Mr. de Geofrdy, in regard to the alleged construction, in the ports of the United States, of vessels intended to serve as privateers under letters of marque from President Juarez, of Mexico; and to inform you that copies of your letter and its inclosure have been referred to Major General Cauby, commanding the Military Division of the West, Mississippi, and to Major General McDowell, commanding the Department of the Pacific, with directions to take all necessary precautions to prevent the arming or fitting out of vessels of war intended to be used in depredations on French commerce.

I have the honor to be, sir, your obedient servant,

C. A. DANA, Assistant Secretary of War.

Hon. WILLIAM H. SEWARD, Secretary of State.

Mr. Fessenden to Mr. Seward.

TREASURY DEPARTMENT, Washington, December 1, 1864.

SIR: I have the honor to acknowledge your letter of the 25th instant, inclosing a translation of a note of the 12th instant from M. de Geofroy, in regard to the alleged construction in the ports of the United States, especially at New Orleans and San Francisco, of vessels intended to serve as privateers under letters of marque from President Juarez, of Mexico.

Renewed vigilance has been enjoined upon the collectors of customs at the two ports referred to, and they have been instructed to investi-

gate the truth of the allegations. Their reports, when received, will be communicated to you.

I am, sir, very respectfully,

W. P. FESSENDEN, Secretary of the Treasury.

Hon. WILLIAM H. SEWARD, Secretary of State.

Mr. Ashton to Mr. Seward.

ATTORNEY GENERAL'S OFFICE, Washington, December 3, 1864.

SIE: I have the honor to say that, upon the receipt of your letter of the 25th ultimo, inclosing a translation of a note from L. de Geofroy, communications were addressed by this office to the United States marshal at New Orleans and the United States attorney at San Francisco, relative to the subject-matter of your communication, containing instructions enjoining renewed vigilance on their part, with a view to the discovery and prevention of the arming and fitting out of vessels in their respective districts intended to be used, as alleged, in depredations on French commerce.

I have the honor to be, with great respect, your obedient servant,
J. HUBLEY ASHTON,
Assistant Attorney General.

Hon. WILLIAM H. SEWARD, Secretary of State.

PROCLAMATIONS—FRANCO-GERMAN WAR.

By the President of the United States of America.

A PROCLAMATION.

Whereas a state of war unhappily exists between France, on the one side, and the North German Confederation and its allies, on the other side;

And whereas the United States are on terms of friendship and amity with all the contending powers, and with the persons inhabiting their

several dominions;

And whereas great numbers of the citizens of the United States reside within the territories or dominions of each of the said belligerents, and carry on commerce, trade, or other business, or pursuits therein, protected by the faith of treaties;

And whereas great numbers of the subjects or citizens of each of the said belligerents reside within the territory or jurisdiction of the United States, and carry on commerce, trade, or other business or pursuits

therein;

And whereas the laws of the United States, without interfering with the free expression of opinion and sympathy, or with the open manufacture or sale of arms or munitions of war, nevertheless impose upon all persons who may be within their territory and jurisdiction the duty

of an impartial neutrality during the existence of the contest:

Now, therefore, I, Ulysses S. Grant, President of the United States, in order to preserve the neutrality of the United States and of their citizens and of persons within their territory and jurisdiction, and to enforce their laws, and in order that all persons being warned of the general tenor of the laws and treaties of the United States in this behalf, and of the law of nations, may thus be prevented from an unintentional violation of the same, do hereby declare and proclaim that by the act passed on the 20th day of April, A. D. 1818, commonly known as the "neutrality law," the following acts are forbidden to be done, under severe penalties, within the territory and jurisdiction of the United States, to wit:

1. Accepting and exercising a commission to serve either of the said

belligerents by land or by sea against the other belligerent.

2. Enlisting or entering into the service of either of the said belligerents as a soldier, or as a marine, or seaman on board of any vessel of war, letter of marque, or privateer.

3. Hiring or retaining another person to enlist or enter himself in the service of either of the said belligerents as a soldier, or as a marine, or seaman on board of any vessel of war, letter of marque, or privateer.

4. Hiring another person to go beyond the limits or jurisdiction of the United States with intent to be enlisted as aforesaid. Details of the United States with intent to be enlisted as aforesaid.

5. Hiring another person to go beyond the limits of the United States with the intent to be entered into service as aforesaid.

6. Retaining another person to go beyond the limits of the United

States with intent to be enlisted as aforesaid.

7. Retaining another person to go beyond the limits of the United States with intent to be entered into service as aforesaid. said act is not to be construed to extend to a citizen or subject of either belligerent who, being transiently within the United States, shall, on board of any vessel of war, which, at the time of its arrival within the United States, was fitted and equipped as such vessel of war, enlist or enter himself or hire or retain another subject or citizen of the same belligerent, who is transiently within the United States, to enlist or enter himself to serve such belligerent on board such vessel of war, if the United States shall then be at peace with such belligerent.)

8. Fitting out and arming, or attempting to fit out and arm, or procuring to be fitted out and armed, or knowingly being concerned in the furnishing, fitting out, or arming of any ship or vessel with intent that such ship or vessel shall be employed in the service of either of the said

belligerents.

9. Issuing or delivering a commission within the territory or jurisdiction of the United States for any ship or vessel to the intent that she

may be employed as aforesaid.

10. Increasing or augmenting, or procuring to be increased or augmented, or knowingly being concerned in increasing or augmenting the force of any ship of war, cruiser, or other armed vessel, which at the time of her arrival within the United States was a ship of war, cruiser, or armed vessel in the service of either of the said belligerents, or belonging to the subjects or citizens of either, by adding to the number of guns of such vessel, or by changing those on board of her for guns of a larger caliber, or by the addition thereto of any equipment solely applicable to war.

11. Beginning or setting on foot or providing or preparing the means for any military expedition or enterprise to be carried on from the territory or jurisdiction of the United States against the territories or

dominions of either of the said belligerents.

 ${f A}$ ud ${f I}$ do further declare and proclaim that by the 19th article of the treaty of amity and commerce, which was concluded between his Majesty the King of Prussia and the United States of America on the 11th day of July, A. D. 1799, which article was revived by the treaty of May 1, A. D. 1828, between the same parties, and is still in force, it was agreed that "the vessels of war, public and private, of both parties, shall carry freely, wheresoever they please, the vessels and effects taken from their enemies, without being obliged to pay any duties, charges, or fees to officers of admiralty, of the customs, or any others; nor shall such prizes be arrested, searched, or put under any legal process, when they come to and enter the ports of the other party, but may freely be carried out again at any time by their captors to the places expressed in their commissions, which the commanding officer of such vessel shall be obliged to show."

And I do further declare and proclaim that it has been officially communicated to the Government of the United States by the envoy extraordinary and minister plenipotentiary of the North German Confederation, at Washington, that private property on the high seas will be exempted from seizure by the ships of his Majesty the King of Prussia, without regard to reciprocity.

And I do further declare and proclaim that it has been officially communicated to the Government of the United States by the envoy extraordinary and minister plenipoteniary of his Majesty the Emperor of the French, at Washington, that orders have been given that in the conduct of the war the commanders of the French forces on land and on the seas shall scrupulously observe toward neutral powers the rules of international law, and that they shall strictly adhere to the principles set forth in the declaration of the congress of Paris of the 16th of April, 1856, that is to say: 1st. That privateering is and remains abolished; 2d. That the neutral flag covers enemy's goods, with the exception of contraband of war; 3d. That neutral goods, with the exception of contraband of war, are not liable to capture under the enemy's flag; 4th. That blockades, in order to be binding, must be effective—that is to say, maintained by a force sufficient really to prevent access to the coast of the enemy; and that, although the United States have not adhered to the declaration of 1856, the vessels of His Majesty will not seize enemy's property found on board of a vessel of the United States, provided that property is not contraband of war.

And I do further declare and proclaim that the statutes of the United States and the law of nations alike require that no person within the territory and jurisdiction of the United States shall take part, directly or indirectly, in the said war, but shall remain at peace with each of the said belligerents, and shall maintain a strict and impartial neutrality, and that whatever privileges shall be accorded to one belligerent within the ports of the United States shall be in like manner

accorded to the other.

And I do hereby enjoin all the good citizens of the United States, and all persons residing or being within the territory or jurisdiction of the United States, to observe the laws thereof, and to commit no act contrary to the provisions of the said statutes, or in violation of the law of nations in that behalf.

And I do hereby warn all citizens of the United States, and all persons residing or being within their territory or jurisdiction, that, while the free and full expression of sympathies in public and private is not restricted by the laws of the United States, military forces in aid of either belligerent cannot lawfully be originated or organized within their jurisdiction; and that while all persons may lawfully, and without restriction by reason of the aforesaid state of war, manufacture and sell within the United States arms and munitions of war, and other articles, ordinarily known as "contraband of war," yet they cannot carry such articles upon the high seas for the use or service of either belligerent, nor can they transport soldiers, and officers of either, or attempt to break any blockade which may be lawfully established and maintained during the war, without incurring the risk of hostile capture, and the penalties denounced by the law of nations in that behalf.

And I do hereby give notice that all citizens of the United States, and others who may claim the protection of this Government, who may misconduct themselves in the premises, will do so at their peril, and that they can in nowise obtain any protection from the Government of the United States against the consequences of their misconduct.

In witness whereof I have hereunto set my hand, and caused the

seal of the United States to be affixed.

Done at the city of Washington this twenty-second day of August, in the year of our Lord one thousand eight hundred and seventy, and of the Independence of the United States of America the ninety-fifth.

[SEAL.]

U. S. GRANT.

By the President:

HAMILTON FISH,

Secretary of State.

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By the President of the United States of America.

A PROCLAMATION.

Whereas on the 22d day of August, 1870, my proclamation was issued, enjoining neutrality in the present war between France and the North German Confederation and its allies, and declaring, so far as then seemed to be necessary, the respective rights and obligations of the belligerent parties and of the citizens of the United States;

And whereas subsequent information gives reason to apprehend that armed cruisers of the belligerents may be tempted to abuse the hospitality accorded to them in the ports, harbors, roadsteads, and other waters of the United States, by making such waters subservient to the

purposes of war:

Now, therefore, I, Ulysses S. Grant, President of the United States of America, do hereby proclaim and declare that any frequenting and use of the waters within the territorial jurisdiction of the United States by the armed vessels of either belligerent, whether public ships or privateers, for the purpose of preparing for hostile operations, or as posts of observation upon the ships of war or privateers or merchant vessels of the other beligerent lying within or being about to enter the jurisdiction of the United States, must be regarded as unfriendly and offensive, and in violation of that neutrality which it is the determination of this Government to observe; and to the end that the hazard and inconvenience of such apprehended practices may be avoided, I further proclaim and declare that from and after the 12th day of October instant, and during the continuance of the present hostilities between France and the North German Confederation and its allies, no ship of war or privateer of either belligerent shall be permitted to make use of any port, harbor, roadstead, or other waters within the jurisdiction of the United States, as a station or place of resort for any warlike purpose, or for the purpose of obtaining any facilities of warlike equipment; and no ship of war or privateer of either belligerent shall be permitted to sail out of or leave any port, harbor, roadstead, or waters subject to the jurisdiction of the United States from which a vessel of the other belligerent (whether the same shall be a ship of war, a privateer, or a merchant ship) shall have previously departed, until after the expiration of at least twenty-four hours from the departure of such last-mentioned vessel beyond the jurisdiction of the United States. If any ship of war or privateer of either belligerent shall, after the time this notification takes effect, enter any port, harbor, roadstead, or waters of the United States, such vessel shall be required to depart and to put to sea within twenty-four hours after her entrance into such port, harbor, roadstead, or waters, except in case of stress of weather or of her requiring provisions or things necessary for the subsistence of her crew, or for repairs; in either of which cases the authorities of the port or of the nearest port (as the case may be) shall require her to put to sea as soon as possible after the expiration of such period of twenty-four hours, without permitting her to take in supplies beyond what may be necessary for her immediate use; and no such vessel which may have been permitted to remain within the waters of the United States for the purpose of repair shall continue within such port, harbor, roadstead, or waters for a longer period than twenty-four hours after her necessary repairs shall have been completed, unless within such twenty-four hours a vessel, whether ship of war, privateer, or merchant ship of the other belligerent, shall have departed therefrom, in which case the time limited

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for the departure of such ship of war or privateer shall be extended so far as may be necessary to secure an interval of not less than twentyfour hours between such departure and that of any ship of war, privateer, or merchant ship of the other belligerent which may have previously quit the same port, harbor, roadstead, or waters. No ship of war or privateer of either belligerent shall be detained in any port, harbor, roadstead, or waters of the United States more than twenty-four hours, by reason of the successive departures from such port, harbor, roadstead, or waters of more than one vessel of the other belligerent. But if there be several vessels of each or either of the two belligerents in the same port, harbor, roadstead, or waters, the order of their departure therefrom shall be so arranged as to afford the opportunity of leaving alternately to the vessels of the respective belligerents, and to cause the least detention consistent with the objects of this proclamation. ship of war or privateer of either belligerent shall be permitted, while in any port, harbor, roadstead, or waters within the jurisdiction of the United States, to take in any supplies except provisions and such other things as may be requisite for the subsistence of her crew, and except so much coal only as may be sufficient to carry such vessel, if without sail power, to the nearest European port of her own country; or in case the vessel is rigged to go under sail, and may also be propelled by steampower, then with half the quantity of coal which she would be entitled to receive, if dependent upon steam alone, and no coal shall be again supplied to any such ship of war or privateer in the same or any other port, harbor, roadstead, or waters of the United States, without special permission, until after the expiration of three months from the time when such coal may have been last supplied to her within the waters of the United States, unless such ship of war or privateer shall, since last thus supplied, have entered a European port of the government to which she belongs.

In testimony whereof, I have hereunto set my hand and caused the

seal of the United States to be affixed.

Done at the city of Washington, this eighth day of October, in the year of our Lord one thousand eight hundred and seventy, and of the Independence of the United States of America the ninety-fifth.

[SEAL.]
By the President:

HAMILTON FISH,

Secretary of State.

U. S. GRANT.

GREAT BRITAIN THE ARSENAL, THE NAVY YARD, AND THE TREASURY OF THE INSURGENTS.

NOTE.—The following letters are printed as an addition to the correspondence printed in volume VI, pp. 29-187.

Major Gorgas to Major Huse.

[Extract.]

ORDNANCE BUREAU,

Richmond, January 1, 1863.

MAJOR: Captain Stiles goes back with the Cornubia, which will return with cotton to Bermuda, and will proceed to consult you about the purchase of another steamer, to run between Bermuda, Nassau, and the ports of the Confederate States.

The G., it seems, belongs to a private party; the secretary of war will, however, try to retain her in our service for a time. The purchase of an additional steamer will somewhat depend on the funds at your disposal.

Very truly, your obedient servant,

J. GORGAS.

Colonel Gorgas to Major Huse.

[Extract.]

RICHMOND, February 26, 1863.

MAJOR: We have retained the Giraffe for running the blockade, and the G. and C. will now run regularly to B. and N. One or two more are highly desirable. Has Stiles made any purchases? If we can get two more like the Cornubia and G., we shall be beyond casualty, or we can then afford to lose one occasionally.

In haste, very truly yours,

J. GORGAS.

Colonel Gorgas to Major Huse.

[Extract.]

ORDNANCE BUREAU, Richmond, March 8, 1863.

MAJOR: Would it not be well to send most of the supplies to B. by sail vessels? There is enough there to employ our three steamers for some time to come.

As soon as you are in funds, two more good, swift steamers may be added to this fleet, as we must provide for casualties. The Merrimac is said to be too low in the water, and too frail to run during the tempest-uous weather of the winter season. She will not leave Bermuda until later in the season. I trust you have purchased the guns and powder in the Phæbe. I have sent instructions to Major Walker to purchase and ship, in case you should not have secured them, leaving the price to be fixed by you.

The purchase of Cornubia and the Merrimac are both approved.

Very few of the arms at Bermuda have as yet come forward—not over five thousand, I suppose; so that we must have there nearly sixty thousand small arms. These will now be run in as rapidly as possible. A steamer may possibly be added to run from Charleston to Bermuda.

The dictatorship created at the North will no doubt indefinitely prolong the war, and we must make arrangements accordingly. Our army will be kept up to about four hundred thousand men, and many of the supplies must come from abroad. If we can get about forty thousand arms in addition to those lying at Bermuda, making about one hundred thousand in all, we shall be abundantly supplied. After that, a supply of about three thousand per month, in addition to what we make here, of London armory guns, will be all we shall want in the way of infantry arms.

Of cavalry arms I should like to get, say, ten thousand carbines, caliber 57.7, and about ten thousand revolvers. This would equip our

cavalry very well.

It seems to me that, while the navy is copiously supplied, we are defrauded of our share of money abroad. Now that the matter is left to ourselves, I have but little doubt that we can keep you supplied at the rate of at least one thousand five hundred bales per month, to be increased as we get more steamers.

Very respectfully, your obedient servant,

J. GORGAS.

Colonel Gorgas to Major Huse.

[Extract.]

ORDNANCE BUREAU, Richmond, March 9, 1863.

MAJOR: Fearing that there might have been some misunderstanding in reference to the ownership of the cotton shipped out via Bermuda and Nassau, I have caused a requisition for three millions currency, over £200,000 sterling, to be made in your favor, on F., T. & Co., Liverpool.

I repeat that all the cotton shipped via Nassau and Bermuda is purchased out of the funds of the ordnance department, and is to be placed

to your credit.

Very respectfully, your obedient servant,

J. GORGAS.

4 A C-VII

Major Walker to Major Huse.

[Extract.]

St. George's, Bermuda, March 21, 1863.

MAJOR: I had hoped by this mail to have been able to announce the return of the Cornubia. I am anxiously expecting her arrival every

day.

No opportunity has yet presented itself of shipping her last cargo, but I hope in a few days to secure a sailing vessel which is now in this port with a cargo of coals, and from which the Cornubia was supplied on her last trip. If Captain Burroughs gives a favorable report of the quality of the coals, I will purchase the cargo and charter the ship.

I am authorized by the war department to use any portion of the cotton which may be brought here to defray incidental expenses. I will, therefore, attach to the bills of lading drafts for such amounts as I may deem necessary. Knowing your necessities, I will make them as small

as possible.

You can very well understand, however, that the payment of officers and crew, the expenses of coaling and supplies, and the necessary expenditures for getting the Merrimac ready for sea, require a large outlay.

Captain Porter will, I presume, write to you with regard to the Merrimac. Her bottom is now being thoroughly cleaned by a submarine diver, and she will be ready for sea as soon as her officers and engineers arrive. I sent in six hundred barrels of her gunpowder in the last trip of Cornubia. The balance of it has been put in the powder-house; about sixty barrels of it is in a very damaged condition, entirely unserviceable. As soon as I can get a certificate from the proper person here, I will send it to you, in order that you may make reclamation.

I am, very respectfully, your obedient servant,

N. S. WALKER.

Major Caleb Huse, 38 Notting Hill, London.

Major Walker to Major Huse.

St. George's, Bermuda, March 29, 1863.

MAJOR: I merely write to inform you that I have purchased the cargo of coals to which I referred in my last letter, and have chartered

the vessel for Liverpool—the bark Oden.

As advised by the department at Richmond, I will ship the cotton to Messrs. Fraser, 'Trenholm & Co., Liverpool, with instructions that the proceeds be placed to the credit of the ordnance bureau, war department, subject to the draft of Major Caleb Huse, London. I will pursue the same course with all shipments from this port, unless I receive instructions to the contrary.

The Cornubia returned to the coast on Saturday morning, with a

valuable cargo. I expect her back on the 15th of April.

As there are indications that the government steamers may run regularly to this port, would it not be well to purchase a cargo or two of coals and send them out? The Daffrym and Fothergill coals I hear

highly spoken of. I have to pay here now about 35s. per ton. A cargo ought to be laid down here for much less than that, especially when there is a strong probability of the vessel getting a return cargo of cotton. I respectfully commend this subject to your attention.

I hope to see the Merrimac at sea by the 15th of April. The day after the arrival of the Cornubia, the steamer General Beauregard (Havelock)

came into port with one thousand and sixty bales of cotton.

I am, very respectfully, your obedient servant,
N. S. WALKER,

Major Confederate States Army.

Major CALEB HUSE, Notting Hill, London.

Colonel Gorges to Major Huse.

[Telegram.]

RICHMOND, April 14, 1863.

Send as soon as possible twenty thousand Enfield rifles bayonets. J. GORGAS.

Colonel Gorgas to Major Huse.

[Extract.]

ORDNANCE BUREAU,

Richmond, May 6, 1863.

MAJOR: Your letter of March 20 came duly to hand. The purchase of a vessel by Captain S. noted. His arrival is daily looked for. The cargo of the H. P. is, I hope, at Bermuda by this. The want of invoices is very much felt. There is no information here as to what is lying at Bermuda, except the arms. Lead and saltpeter should be shipped there in large quantities. We want now nearly one hundred and fifty thousand bayonets. Very little can come amiss that you sendwhat is not needed by the war department will be needed for general

The stock of arms at Bermuda is now sufficient, and our fabrications. with a contract for the arms of the London Armory Company, would

keep up the supply.

I have ordered Major Smith Stansbury, Confederate States artillery, to Bermuda, to take charge of stores in depot there, as Major Walker will be occupied with the shipping and financial business, and the depot promises to be a large one.

Very respectfully, your obedient servant,

J. GORGAS.

Major CALEB HUSE,

38 Clarendon Road, Notting Hill, London, W. Eng.

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Colonel Gorgas to Major Walker.

ORDNANCE BUREAU, Richmond, May 8, 1863.

MAJOR: It may be necessary to make timely provision for boilers for the Cornubia, which are said to be wearing out. Turn your attention to this point, and, if necessary, order boilers from Liverpool for her in advance—if repairs can then be effected in Bermuda.

Other parts of machinery likely to be needed might also be purchased

in anticipation of damages to vessels.

Very respectfully, your obedient servant,

J. GORGAS.

[Indorsement.]

It may be necessary to send the Cornubia back to England for boilers. It would be advisable to order new boilers for her, and in my next I will be able to inform you whether they can be put in here. Another steamer is needed to ply between England and Bermuda.

N. S. WALKER

Major Walker to Major Huse.

|Extract.|

ST. GEORGE'S, BERMUDA, May 16, 1863.

MAJOR: In several of my recent letters I have called your attention

to the importance of keeping us supplied with good steam coal.

Every steamer takes from 160 to 180 tons. I have now about 600 tons left. For the last which I purchased I was obliged to pay 45 shillings, and was glad to get it at that price. It would be cheapest to charter a vessel for a round sum to bring out the coal and return with a cargo of cotton.

As Messrs. Fraser, Trenholm & Co. are the consignees of all the cotton which goes from this port, I presume that they will be happy to facilitate you in the matter.

I am, very respectfully, your obedient servant,

N. S. WALKER,
Major Confederate States Army.

Major CALEB HUSE, 71 Jermyn Street, London.

Colonel Gorgas to Major Stansbury.

ORDNANCE BUREAU, Richmond, May 19, 1863.

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SIR: You will proceed with as little delay as possible to St. George's, Bermuda, for the purpose of taking charge of the ordnance stores at that point, "in transitu" for the Confederate States.

You will show these instructions to Major N. S. Walker, agent for the war department at St. George's, and receive from him the stores now on hand there.

You will proceed at once to take an inventory of all property of the Confederate States, whether belonging to this bureau or to other departments, and will report to the chief of each bureau the stores on hand

there belonging to his department.

You will, as far as possible, keep the stores of each bureau in separate depots, and will assign, if necessary, a competent clerk to the charge of each until you shall be relieved by some officer or agent of each bureau.

Your first care will be to secure the necessary warehouses, where the public stores may be securely kept. These will be leased for you by Major Walker, on your application.

You will engage the necessary assistants, and arrange the stores in such a way as to enable you to ship any articles called for without delay.

Safe depots must be obtained or built for powder and saltpeter. Every attention must be paid to the preservation of ordnance stores, to which you will give your personal supervision.

Requisitions will be addressed to you by various officers, and you will

fill them whenever approved at this office.

When articles asked for for this bureau are not on hand, you will at once order them from Major Caleb Huse, at London, through Major Walker, or from any agent at Liverpool whom he may designate.

Disbursements for clerk-hire and other expenses incident to the depot

will be made by Major Walker, on accounts certified to by you.

Very respectfully,

J. GORGAS.

Major Smith Stansbury, P. A., C. S. Artillery, Present.

Approved:

James A. Seddon, Secretary of War.

Major Walker to Major Huse.

St. George's, May 23, 1863.

MAJOR: I inclose several letters, which I must beg of you the favor to have forwarded to their proper destination. The one addressed to T. K. Gilliat & Co. is sent to me by Mr. Lawley, correspondent of the London Times. They make a postmaster of me, and I must take the liberty of doing the same with you.

Yours, very truly,

N. S. WALKER.

Major Walker to Major Huse.

St. George's, Bermuda, May 23, 1863.

MAJOR: I beg again to call your attention most earnestly to the importance of keeping me supplied with good steam coals. I hope that some are already on the way. My stock is almost exhausted.

I am, very respectfully, your obedient servant,

N.S. WALKEROLC

Colonel Gorgas to Major Walker.

[Extract.]

ORDNANCE BUREAU, Richmond, June 1, 1863.

MAJOR: It is a very great disadvantage that the department cannot be informed as to the amount of principal articles on hand at Bermuda, especially lead and saltpeter. ally lead and sampower. Very respectfully, your obedient servant, J. GORGAS, Colonel.

P. S.—Paper for making cartridges is to be sent over by first boat. If there is none on hand, send immediately to Major Huse to buy a large quantity. J. G.

Colonel Gorgas to Major Walker.

ORDNANCE BUREAU, Richmond, June 3, 1863.

MAJOR: Please to send in some Colt's pistol-caps as soon as possible; also, by next steamer, twenty barrels of alcohol, which is urgently needed. Very respectfully, your obedient servant,

J. GORGAS.

Major N. S. WALKER, Government Depositary, St. George's, Bermuda.

P. S.—Don't omit to send twenty tons of lead by each steamer, if possible.

J. G.

Colonel Gorgas to Major Huse.

[Extract.]

WAR DEPARTMENT, ORDNANCE BUREAU, Richmond, June —, 1863.

MAJOR: Your letter of May 16 was duly received, and I proceed to notice the matters contained in it in the order in which they occur.

The purchases as per your list are very opportune, and will be of great

value. I trust no delay has arisen in forwarding them to Bermuda.

Your instructions will have impressed you with the necessity of adding large quantities of saltpeter to your list as soon as practicable. Though not immediately needed, every effort must be made to accumulate a stock in this country. A shipment, one hundred and fifty to two hundred tons per month, would not be too much.

J. GORGAS.

Major CALEB HUSE, 71 Jermyn Street, London, England.

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Mr. St. John to Colonel Gorgas.

CONFEDERATE STATES OF AMERICA,
WAR DEPARTMENT, NITER AND MINING BUREAU,
Richmond, June 12, 1863.

COLONEL: I respectfully request that the agents of the ordnance department, at Nassau and Bermuda, be directed to ship, per month, forty tons of lead and sixty tons of saltpeter as a minimum, and as much more as can be reasonably forwarded, in view of other urgent government wants.

I also request that reserves, amounting to at least one thousand tons of lead and eight hundred tons of saltpeter, may be rapidly accumulated at both points, and, at the discretion of the agents in charge, that ship-

ments of these reserves be frequently made by private vessels.

To avoid multiplying agents, I further request that these supplies be specially charged upon such officers as you may designate, and that they be instructed to report to this bureau, through the chief of ordnance, the shipments and reserves of each month.

Very respectfully, your obedient servant,

J. M. St. JOHN, Chief of Bureau.

COLONEL J. GORGAS, Chief of Ordnance.

[Indorsement.]

Respectfully referred to Major S. Stansbury, commanding depot at Bermuda, who will make it his earliest duty to ascertain and report to the niter and mining bureau, through this office, the amount of saltpeter and lead on hand at Bermuda. He will take immediate steps to get these supplies, and accumulate the reserves asked for. He will draw from Nassau all such supplies as he can obtain there, and ship them over in the government steamers, at the rates indicated as a minimum, and as much beyond as the exigencies of the service will admit.

It is of the highest importance that we should be placed beyond the contingency in our supplies of saltpeter and lead.

J. GORGAS, Colonel.

JULY 13, 1863.

The within, with indorsements, is a true copy.

SMITH STANSBURY, Major.

Major Walker to Major Huse.

[Extract.]

St. George's, Bermuda, June 30, 1863.

DEAR MAJOR: I will write to you at length by next Halifax mail. A pressure of business prevents me from doing so now. Major Pearson will inform you of the "status in quo" at this place. Send us coal, coal, coal! Each steamer takes one hundred and eighty tons—so that six hundred tons will be quickly consumed. Pardon this hurried scrawl.

Yours, very truly,

Major Walker to Major Huse.

[Extract.]

ST. GEORGE'S, BERMUDA, July 9, 1863.

MAJOR: Coal, coal! Send me two thousand tons—six cargoes instead of two. The Lee, I fear, will be laid up for want of it. You may calculate that each steamer will take one hundred and eighty tons. Excuse this hurried and informal communication.

In haste, yours,

N. S. W.

Major Walker to Major Huse.

[Extract.]

St. George's, Bermuda, July 10, 1863.

MAJOR: I am now out of coal. I cannot be blamed for it, as I can

refer you to my letters of three months ago urging shipments.

Seeing the necessities of the service on my arrival on the island, I purchased every ton which could be had; and although the last mail brought me your letter advising shipment, I was under the necessity of sending the H. Pinckney to Halifax to save a steamer the loss of a moon.

I am yours, very truly,

N. S. WALKER.

Major Stansbury to Major Huse.

ST. GEORGE'S, BERMUDA, July 23, 1863.

Major: The confederate steamers Florida and the R. E. Lee (Giraffe) have been detained here several days for want of coal, and for which we

have been compelled to send to Halifax.

Our steamers which run the blockade at Wilmington require the coincidence of a high tide to cross the bar and of a dark night to evade the The detention of a single day in their regular trips often involves the further detention of ten or twelve days, or greatly increased risk of capture.

I earnestly recommend that seven hundred tons of Cardiff coals be dispatched here per month, to meet the prospective wants of our vessels, and that a reserve of two thousand tons be accumulated as soon as

possible, to meet contingencies.

Very respectfully, your obedient servant,

SMITH STANSBURY, Major.

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Major Walker to Major Huse.

St. George's, Bermuda, July 27, 1863.

MAJOR: I have the pleasure of handing you herewith three letters,

which have just come to hand.

Within the last twenty-four hours the steamers Cornubia, Eugenie, Banshee, and Lord Clyde have arrived from Wilmington, and the Emma

and Merrimac are hourly expected.

My worst apprehensions have been realized, and I have now six or seven steamers in port without coal. If you will refer to my letters, you will find that I commenced to solicit shipments of coal four months ago. I have not yet received bills of lading for a single cargo, although your

last letters by Halifax advise the shipment of two cargoes.

Fearful that in your pressing engagements you might overlook this important subject, I wrote to Messrs. Fraser, Trenholm & Co., soliciting shipments. Their letter of May 12 informs me that they had called your attention to the subject, and that in the mean time they would make shipments themselves. I hope most earnestly that the favorable wind which now prevails will soon bring a cargo into port. We should always have a reserve here of at least three or four thousand tons. There are now here about fifteen hundred bales of cotton, on account of the war department, all of which will be shipped by a vessel for which I am now in treaty.

The Miriam has arrived, sixteen days from Plymouth, and will commence discharging her cargo to-morrow, to return immediately with

cotton.

Your letters, by Dr. Estorige and Mr. Dickeys, were read. They will

go in by first vessel.

The Florida has been in port for nine days.* After undergoing pretty thorough repairs, she went to sea last evening. The day after her arrival she saluted Her Majesty's ensign, which was handsomely returned with twenty-one guns. This is the first salute which the flag of the Confederate States has ever received in a foreign port, and consequently we dwellers in the little island of Bermuda think very proudly of it. But these matters are of but little importance compared with the important subject of coal, to which I must again direct your attention, and beg that you will use every effort to relieve me of the embarrassment in which, from no fault of my own, I find myself involved.

The H. Pinckney, which was sent to Halifax for coal, arrived just in time to supply the Florida and Robert E. Lee. She was not able to get them more than three hundred tons, and much of that of an inferior

quality.

This letter goes via St. Thomas. I will write again via Halifax. The Halifax mail is due to-morrow, and by it I hope to receive from you some intelligence of large shipments of coal.

I am, very respectfully, your obedient servant,

N. S. WALKER.

^{*} See vol. VI, pp. 347-349.

Mr. Burton to Major Huse.

QUEEN'S HOTEL, Leeds, July 29, 1863.

MAJOR: I have the pleasure to inform you that, by appointment, Mr. Batley, of the firm of Greenwood & Batley, machinists, of Leeds, and myself, met Mr. Prioleau, of the firm of Fraser, Trenholm & Co., of Liverpool, on yesterday, at their office in Liverpool, and the contract for the supply of armory machinery for the Confederate States war department was duly signed by both the parties above mentioned, in accordance with the arrangement you made with Mr. Prioleau. Prioleau expressed some disappointment in consequence of his not having received a letter from you bearing upon this transaction, which letter he regarded as necessary to the protection of his firm; and if you have not yet addressed such a letter to him, I beg respectfully to request that you will do so at the earliest moment possible. I understood Mr. Prioleau to say that he is to be paid by the government in cotton delivered at Bermuda, and that he expects cotton to be shipped to that place expressly for this purpose. Whatever may be the nature of your agreement with Mr. Prioleau, I earnestly trust, for his sake, that you will, without unnecessary delay, communicate the same to the government at Richmond, and make such arrangements as may be essential to the security of Fraser, Trenholm & Co., who have certainly behaved well in this transaction.

I shall hope to meet you in London by the end of this week, at which time I will lay before you the lists and estimates of the additional machinery I would recommend to be ordered for arsenal purposes. Please inform me when you arrive in London.

I am, major, your obedient servant,

JAMES H. BURTON, Superintendent of Armories, C. S. A.

Mr. C. H. Prioleau to Major Huse.

10 RUMFORD PLACE, LIVERPOOL, July 28, 1863.

MY DEAR FRIEND: I have to-day signed the contract for Burton's business. Has McRae released the cotton, or enough of it to meet this outlay? I hope so, for several reasons, one being that I have by this mail received a letter from Mr. Memminger, inclosing official instructions as to the duties of the depositaries, which state, among other things, that all financial arrangements are to be made in consultation with us, which you will see makes my position as an ordinary merchant doing business with you a very delicate one. If McRae will permit you to instruct us to retain enough out of the proceeds of the cotton now here and at Bermuda, to meet this £60,000, we will only charge a simple commission of 21 per cent. for making the contract in our own name, advancing one-third down, as stipulated, and doing the whole business of shipping, insuring, &c. But if we have to wait until separate and special cotton is shipped out to us for the purpose, (it will take two thousand bales,) we will charge our commission of 10 per cent. on the amount of our expenditure, and take our pay in the net pounds of the cotton when it is received and sold here in the usual way, without any deduction from the market price, which is 20 per cent. better than the terms you were willing to give me in Paris. Whichever way it is settled, please write me at once an official letter, assuming the debt on the part of the government by virtue of the authority given you by them, and say that you are prepared to sign a formal agreement with us in accordance, as soon as the same shall be prepared, which last I will at once have done, and send you to sign, unless you are coming here, which would be better. Please, also, write the government by this mail, and advise what has been done, and requesting that special cotton should be shipped at once, if not already done, to meet this debt.

The loan is down here to 17 per cent. and up again to 13, a perfect panic, under the belief that Charleston is already gone, which it is not by a long shot. The news is, however, very gloomy, except from New York, where the lamp-post operations impart a cheerful tone to things.

Hemp for ever!

Yours, truly,

C. H. PRIOLEAU.

Major Huse.

Colonel Gorgas to Major Huse.

ORDNANCE BUREAU, Richmond, August 9, 1863.

MAJOR: In consequence of the great losses sustained recently by our troops, amounting in the aggregate to seventy thousand small-arms, it will be necessary to buy and forward to Bermuda fifty thousand good Enfield arms, as rapidly as this class of weapon can be obtained. An additional supply of bayonets should also be sent, if to be had—say thirty thousand, besides those already ordered. Spare parts, in proportions prescribed in the manual, ought also to be sent, if possible. It is hoped you are now in funds. Official reports from the various armies of the confederacy concur in giving preference to the common bayonet over the sword bayonet. You will, therefore, continue to purchase arms having the former appendage.

I again repeat my directions, to purchase cavalry carbines, either approved breech-loading or muzzle-loading; ten thousand should be sent as soon as possible. Shipments of lead and saltpeter must also be large and frequent, especially the latter, of which last reports from Bermuda

show none on hand.

Very respectfully, your obedient servant,

J. GORGAS.

Colonel Gorgas to Major Huse.

ORDNANCE BUREAU, Richmond, Virginia, August 1, 1863.

MAJOR: I beg to call your attention to following extract from letter

of Major Walker, 23d ultimo:

"Letters from Major Huse, under date 12th June, inform me that two cargoes of coal were then on their way to this port. I think it important that Major Huse should be instructed by the department to keep this port supplied with coals to the extent of two or three thousand tons, or rather five or six hundred tons per month."

It is not necessary to do more than call your attention to above extract. Our steamers must never be delayed in either port longer than absolutely necessary to discharge and load again. They should never be delayed waiting for coal. Abundant supply has been secured for them on this side, and I hope Major Walker and yourself will be equally successful in getting a generous supply for Bermuda. Every effort is making to increase the cotton exports, and much larger results are expected in the next five months than in the past seven. During these the exports for our account have not reached a higher figure than forty-six hundred bales of cotton and one hundred and fifty-seven half-tierces tobacco. We hope to more than double them, but coal must be ready always at the in and out port to secure this desirable result. I beg, then, give Major Walker's suggestion due consideration.

Your obedient servant,

J. GORGAS.

Major Caleb Huse, 71 Jermyn Street, London.

Fraser, Trenholm & Co. to Major Huse.

LIVERPOOL, August 6, 1863.

DEAR SIR: In reply to your favor of yesterday's date, we beg to say that the cottons recently received for sale of the ordnance department are as follows:

928 bales per Odin, Bermuda.
205 bales per Vivid, Bermuda.
368 bales per Chibucto, Bermuda.
446 bales per Shannon, Halifax.
567 bales per Resolution, Bermuda.
330 bales per Nereid, Nassau.

2,844

None of the account sales are closed, but taking the bales at an average of £30 nett, this would produce......£85, 320 Less the following:

Leaving an avaliable surplus of about	20,000
L. Heyliger's drafts)
N. S. Walker's drafts	•

In addition to the above, there are four hundred bales expected from Bermuda per Eagle, the proceeds of which, less Mr. W. I. Watkins's drafts against same, will be held subject to your wishes.

We are, dear sir, yours, respectfully,

FRASER, TRENHOLM & CO., Per J. R. ARMSTRONG.

C. HUSE, Esq., London.

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Major Walker to Major Huse.

[Extract.]

St. George's, Bermuda, August 7, 1863.

MAJOR: I had this pleasure last on the 27th ultimo, to which I refer you. Since then, I am in receipt of your favor of the 9th instant, advising shipment per Corel Isla

ing shipment per Coral Isle.

At my request, an ordnance officer has been sent to this place, to take charge of all stores in transitu for the Confederate States, and hereafter it will be necessary for all communications on the subject to be addressed to him. This gentleman is Major Smith Stansbury, an old officer of the United States Army, and he has already, I believe, furnished you with

a copy of his credentials.

All shipments to this place should be consigned to Mr. John T. Bourne. It is imperatively necessary that an English medium should be employed for the conduct of the government business at this point, and although Major Stansbury and myself have been ordered to this place, and have all of the important and difficult work to do, it is still necessary, for the protection of the valuable stores sent here, to employ a British merchant to stand godfather for them. As no clerical assistance can be had on the island, it is necessary to import it from home, and in my final settlement with Mr. Bourne, heavy deductions on his commissions will be made therefor.

There are now thirteen steamers in port, some of them chartered by the government to carry in arms, and but for an opportune arrival of coal last night, sent here by Messrs. Fraser, Trenholm & Co., I should be in a most difficult position. I can only add emphasis to my former letters by begging that you will make continuous and heavy shipments of coals to this place.

You must remember, major, that this point is the distributing center, not only of all the stores which you may purchase in England, but of many articles ordered by officers, sent out by other departments, and that unless a good supply of coals are kept here it will be impossible to

transfer any of these goods to confederate ports.

The H. Pinckney went up to the dock-yard a few days since to get coals to proceed to Halifax a second time. The opportune arrival last night prevents this now useless voyage, and I hope, on her return to this port, to load her with four or five thousand barrels of bacon and pork and other miscellaneous freight, and send her into the coast, although I must confess that I have some apprehensions with regard to her success.

I receive the most urgent letters for rope and bagging suitable for baling cotton; all of what is now coming out is in very bad order.

Large quantities of saltpeter are urgently needed, but I refer you to Major Stansbury on all matters connected with the wants of the service.

I am, major, your obedient servant,

N. S. WALKER.

Major Stansbury to Major Huse.

St. George's, Bermuda, August 11, 1863.

MAJOR: Referring to my letter of 14th ultimo, requesting the purchase of four or five millions of percussion-caps immediately, I beg to request the purchase, in addition, of five millions. The demand is great, and the supply here exhausted.

We need, immediately, carbines, (for cavalry,) revolvers, (for cavalry,)

equipments, (for cavalry,) saddles, &c.

Very respectfully, your obedient servant,

SMITH STANSBURY,

Major.

(Through Major Walker.)

Major CALEB HUSE, London.

Mr. Burton to Major Huse.

[Extracts.]

QUEEN'S HOTEL, Leeds, August 17, 1863.

MAJOR: My instructions require me to arrange for the supply of certain building materials required for the erection of the armory buildings at Macon, which are to be completed this fall, but which cannot be without these materials being available in season to be applied to their purposes. Not being able to see you in London last week to confer with you on this and other subjects, I beg to append below a statement of the funds required for this purpose, viz:

For the purchase of window-glass. For the purchase of sheet-copper. For the purchase of hardware. For the purchase of lead pipe.	$1,250 \ 0 \ 0 \ 800 \ 0 \ 0$
Total	2,800 0 0

You will much oblige me by informing me, by return mail, whether

you can furnish funds with which to purchase these materials.

With reference to the probable amount of funds that would be required for the payment for the additional machinery I would propose to order for laboratory purposes and the manufacture of gun-carriages, &c., I have obtained estimates from the manufacturers, and they are as below, viz:

For gun-carriage machinery	£6, 779 10, 065	0 0
Total	16, 834	0 0

Terms of payment required: one-third when contracts are signed, the balance in full as the machinery is delivered, (on each delivery.) The

terms are same as stipulated for the armory machinery now in hand. I shall be glad to know whether or not the funds can be provided for this machinery, or any portion of it. It would be very desirable, indeed, to secure it to the government establishments, and I have selected only such as would be most useful and essential. Your views on this subject will also much oblige me.

Please send me check for my pay and allowances for July, and mileage,

as per my memorandum inclosed to you on the 5th instant.

I have the honor to be, major, respectfully, your obedient servant, JAS. H. BURTON, Superintendent Armories C. S. A.

Major Stansbury to Major Huse.

[Extract.]

St. George's, Bermuda, August 18, 1863.

MAJOR: I inclose copy of a letter from Colonel Gorgas.

Since the fall of Vicksburgh, the Trans-Mississippi department will have to be supplied by direct shipments to Texas, and, I presume, out of stores drawn from this point and Warsaw.

As soon as I can make out a correct inventory of the stores here, I

will forward a copy for your guidance.

Very respectfully, your obedient servant,

SMITH STANSBURY,

Major.

Major Stansbury to Major Husc.

St. George's, Bermuda, August 20, 1863.

MAJOR: The steamer R. E. Lee will leave this port in a few days for Wilmington, and her cargo will nearly exhaust our stores. We shall therefore require to be replenished with everything necessary for the support of a large army, and not readily obtained in the confederate States.

Having carefully examined the invoice of the Coral Isle, the only vessel known to be on her way here, the following supplies are most urgently needed: Infantry arms, the best to be procured—Enfield rifles preferred; cavalry arms, say carbines, the best; revolvers, large size; a full supply of ammunition for the above; lead, saltpeter, percussioncaps, (a large amount already ordered,) cavalry carbines, Enfield bullets, thread and twine, alcohol, sheet-copper, copper wire, steel wire, cavalry and artillery hardware generally, lanyard cord, Scotch pig-iron, leather for saddles and artillery harness.

Be kind enough to compare my memoranda with your instructions from Colonel Gorgas, and of your own purchases and shipments, with

which we are not acquainted.

Very respectfully, your obedient servant,

SMITH STANSBURY,
Digitized by Major.

Major Bayne to Major Huse.

ORDNANCE OFFICE, Richmond, August 22, 1863.

MAJOR: I avail of this opportunity to urge you to speed to the islands as rapidly as possible all the stores on hand and ordered for the government, especially lead, saltpeter, and percussion-caps, which still constitute our chief need.

The Gibraltar* arrived at Wilmington, North Carolina, in the begin-

ning of the present week.

The Blakeley guns will be placed where they are most wanted, with

as little delay as possible.

The siege of Charleston progresses vigorously. This is by far the most formidable attack yet made, and probably no such weight of metal has ever before been rained upon a besieged city.

By order of Colonel Gorgas, chief of ordnance.

THOS. L. BAYNE,

Major on duty in Bureau.

General Moore to Major Husc.

SURGEON GENERAL'S OFFIGE, Richmond, August 22, 1863.

SIR: You are hereby authorized to place to the credit of the ordnance department 6d. per pound on all the cotton belonging to the medical department received by you, which is transported by the steamers belonging to the ordnance department to Bermuda or Nassau, from confederate ports. This amount is in payment of freight on said cotton to the above ports.

Very respectfully, your obedient servant,

S. V. MOORE,
Surgeon General Confederate States Army.

Colonel Gorgas to Major Huse.

ORDNANCE OFFICE,

Richmond, August 25, 1863.

MAJOR: It appears from your letter of 8th ultimo that the debt to S. Isaacs, Campbell & Co. has been settled. You can have no further use then for the \$2,000,000 worth of bonds sent out to you by Major Walker, and as they can be used here, I must beg of you to return them to me by special messenger at as early a day as practicable.

Your obedient servant,

J. GORGAS.

Major Caleb Huse, 71 Jermyn Street, London.

* See Vol. VI, page 203.

Colonel Gorgas to Major Huse.

ORDNANCE OFFICE, Richmond, August 25, 1863.

MAJOR: On the 29th November, 1862, you wrote as follows: "Fearing that there might be no steamers available at Bermuda for shipping supplies to the Confederate States, and hoping to avoid wasting money in landing and storing the cargo of the Harriet Pinckney, and fearing moreover that there might be no provision on the island for storing the ammunition that constitutes a portion of her cargo, I thought it prudent to purchase the ship, which I accordingly did for the sum of £18,500." I remained under the impression that the H. Pinckney belonged to the department until a day or two ago, when Captain Stiles's letter of 8th instant from Bermuda informed me that "the vessel was [is] fully under the control of S. Isaacs, Campbell & Co., they being registered owners, and that they had given Captain St. John [her commander] orders under no circumstances to run her into a confederate port." Orders, which were afterward countermanded, had been given by me to Captain Stiles to bring in the H. Pinckney with all dispatch, and this letter of his came in reply to my orders. I desire, then, to know whether or not the vessel belongs to our department. If she does, I of course wish that she should be under the exclusive control of myself or of my agents. There is an obvious advantage in having her registered as British property and sailed under the British flag, and I can but be indebted to Messrs. S. Isaacs, Campbell & Co. for the use of their name. An evident misunderstanding exists here, and I would beg of you to clear it away as speedily as possible.

Your obedient servant,

J. GORGAS.

Major Caleb Huse, 71 Jermyn Street, London.

Major Walker to Major Huse.

[Extract.]

St. George's, Bermuda, August 28, 1863.

MAJOR: Your favors of the 24th July and August 7 and 8 came duly to hand:

You need have no apprehension with regard to the suspension by the authorities of the intercourse between this port and the coast. The public character of the ships will not at all interfere in the prosecution of the business. Our flag has been honored at this place by a salute, and there are privileges extended to it here which are not accorded to the British flag.

Do not allow my importunate demands for coal to be satisfied with two cargoes. Three or four cargoes should be shipped every month. It is useless to fill the wharves here with goods, unless the means are supplied of transferring them to the coast. Keep us, then, supplied with a large amount of coal.

Yours, very truly,

N. S. WALKER

Fraser, Trenholm & Co. to Major Huse.

LIVERPOOL, September 2, 1863.

DEAR SIR: Your favors of 28th August from Folkstone, and 31st, from Paris, reached us together yesterday evening, and their contents are noted. We have endeavored to make our accounts as full as we can, but on any point on which you are in doubt we shall be glad to

give detailed explanation.

As regards coal, Mr. Walker has requested us to send him at least eight hundred tons per month, and a sufficient additional supply to accumulate a stock there of two or three thousand tons. The cost of these shipments, we presume, is to be charged to his account, and consequently deducted from the proceeds of the cottons forwarded by him. He has also directed us to send him, by each monthly steamer, £2,000 in coin, to be similarly charged. We mention this in order that you may estimate more accurately the probable available balances arising from his cotton shipments.

We are, dear sir, yours, respectfully,

FRASER, TRENHOLM & CO. Per J. R. ARMSTRONG.

C. HUSE, Esq., 25 Grand Rue Auteuil, Paris.

Major Stansbury to Major Huse.

St. George's, Bermuda, September 5, 1863.

MAJOR: Please forward as rapidly as possible arms, (only one hundred and fifty cases on hand;) ammunition, (none on hand;) lead, (only one hundred and fifty tons on hand;) saltpeter, (none on hand;) percussion caps, (none on hand;) cavalry arms and equipments, say carbines, revolvers, cavalry sabers, &c., (none on hand.) Of cannon powder, we have on hand about one thousand barrels; but I have orders from Colonel Gorgas to ship cannon powder as fast as possible. The departure of two or three steamers to Wilmington with powder as part of their cargoes will clear us out. A supply should be forwarded at once. I think a considerable portion of it should be "mammoth powder" for

heavy guns. The powder for field guns might be marked F; that for heavy guns E.

Very respectfully, your obedient servant, SMITH STANSBURY, Major.

Colonel Gorgas to Major Huse.

ORDNANCE OFFICE, 'Richmond, September 7, 1863.

MAJOR: Purchase and ship by first opportunity to Burmuda five thousand pounds of fish or white bonnet glue for making fuse-cases.

We are in urgent need of it, as we have found that common glue cannot be used, and that no substitutes yet tried will answer.

Very respectfully,

J. GORGAS.

Through Major Stansbury, who will purchase and ship, if it can be found in Bermuda, two thousand pounds of above-described bonnet glue.

Fraser, Trenholm & Co. to Major Huse.

LIVERPOOL, September 8, 1863.

DEAR SIR: We beg to acknowledge the receipt of your favor of 5th

instant, the contents of which are noted.

Mr. Memminger, under date of the 29th March, when advising the appointment of Mr. Heyliger and Mr. Walker as depositaries, states that they are authorized to draw on us against shipments of cotton, which they forward for funds to pay expenses of the vessels and for purchases of return cargoes. He adds that, as the proceeds will be required before the advice of the sales could reach him, we are to hold them at your order, reserving enough to pay all bills drawn on us by either of the above-named gentlemen. This explanation, we trust, will remove your misapprehension of our position on the matter in question.

The gold which Mr. Walker requests us to send him, he states, is required for current expenses, and cannot be obtained in Bermuda,

owing to the absence of banking institutions there.

With respect to coal, not knowing that Mr. Walker looked to us for supplies, we had merely sent a cargo or two on our own account, from time to time. His letter of the 28th July, however, tells us to ship him at least six hundred or eight hundred tons per month, with an additional supply to accumulate a reserve of two thousand or three thousand tons. We are making arrangements to send this quantity pending his confirmation of it as a direct order, in which case his account would simply be debited with the cost at Cardiff and the usual charges.

We regret that we cannot give you an exact statement of the result of all the cottons received for account of the ordnance department at the present moment. We can only pass the net proceeds to the credit of your account with the authorized reservation, as each shipment is closed, and the accounts sales made out. We shall be glad to furnish you meanwhile with an approximative memoranda, as before, if this will

assist vou.

Cottons have been arriving freely of late at Bermuda, and Mr. Walker avises us of some large shipments, which, on arrival and sale, should leave a very considerable available balance at your order.

We are, dear sir, yours, respectfully,

FRASER, TRENHOLM & CO., Per J. R. ARMSTRONG.

CALEB HUSE, Esq.,
25 Grand Rue Auteuil, Paris.

Colonel Gorgas to Major Huse.

ORDNANCE OFFICE, Richmond, September 12, 1863.

MAJOR: Since first of the year to date, upward of six thousand bales of cotton have been exported to Bermuda for account of the ordnance department, and Major Walker writes that, up to 1st ultimo, some two thousand eight hundred had gone forward to Messrs. Fraser, Trenholm & Co. Will you have the goodness to advise me how much has reached England, and what amount such arrivals have netted, and to keep me posted in the future. I desire the information asked for in the following shape:

Received by ship Oden — bales of cotton, net £—.

Received by ship Vivid — bales of cotton, net £——, &c., &c.

Your abeliant servent

Your obedient servant,

J. GORGAS.

Major Walker to Major Huse.

St. George's, Bermuda, September 14, 1863.

MAJOR: Permit me to direct your attention to the inclosed requisition of Colonel George W. Rains, Augusta arsenal. These articles seem to be urgently needed, and I hope you will give it your attention in making up your next cargo.

I am, very respectfully, your obedient servant,

N. S. WALKER.

Major Mallet to Major Huse.

MACON, GEORGIA, September 16, 1863.

MAJOR: In December last I prepared a list of laboratory stores needed for a six months' supply of the Confederate States arsenals—such stores being either not to be had within the confederacy, or only to be procured at such extravagant prices, and in such small quantities, as to render it desirable to import them from Europe. This list was forwarded to you by Colonel Gorgas, chief of ordnance, and many of the stores named upon it have lately arrived or are arriving.

Our supplies having, however, in the mean time become greatly reduced, and it being probable that as much delay will attend importation in the future as in the past, I have lately submitted to Colonel Gorgas the propriety of forwarding to you another list of laboratory stores likely to be needed, so that these may be gradually procured and

shipped, thus providing against future wants.

I am to day in receipt of a telegram from Colonel Gorgas, directing me to submit the list in question at once, and to forward a duplicate

copy of the same direct to you.

I have the honor to transmit herewith inclosed such duplicate list, and trust that you will find it clear and intelligible. You will find it to contain many articles which were on my former list, and which you have already shipped.

I have noted one or two articles of which you have made shipments,

and which we do not need, having a sufficient supply.

I may be permitted to remark, that in any small-arms ammunition you may hereafter send over, (prepared cartridges,) the caps should be put up in the cartridge bundles—twelve caps to ten cartridges. This saves much trouble and confusion, and aids in the enforcement of a rule established for the arsenals, that no small-arms ammunition should ever be sent out without caps. Neglect of this rule produced very bad effects at Vicksburgh.

I am, major, very respectfully, your obedient servant,

J. W. MALLET, Major.

Colonel Gorgas to Major Huse.

ORDNANCE OFFICE,

Richmond, September 17, 1863.

MAJOR: On the 12th instant I wrote you that one of the 600-pounder Blakeley guns, ex Gibraltar,* had burst on the very first discharge at Charleston, and I instructed you to withhold payment for the guns if you had not yet made it, and to give notice, if you had already made it, that, on proper evidence of the fact of the bursting at the first discharge, return of the money would be demanded.

I hear that the guns may have been bought by private parties. If, however, you yourself bought them, I would be glad to hear what steps were taken to procure from Captain Blakeley the directions as to loading

and firing.

Your obedient servant,

J. GORGAS.

Colonel Gorgas to Major Huse.

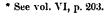
ORDNANCE OFFICE, Richmond, September 28, 1863.

MAJOR: Attached find list of gun-carriage machinery or tools wanted. Please to purchase some, (in consultation with Colonel Burton, if he has not already left England,) if not already done, and ship as soon as possible.

The steamer Phantom, one of our line from Bermuda, was chased ashore by the enemy, at mouth of the Cape Fear River, last week. Ship and cargo are, I fear, a total loss. This is the first accident yet experienced, and our luck has been too good to complain now, though the loss is severely felt. The Phantom was a recent purchase—the vessel for which Major Walker valued on you for £1,500.

Your obedient servant,

J. GORGAS.





Major Smith to Major Huse.

ORDNANCE BUREAU, • Richmond, September 30, 1863.

MAJOR: Inclosed please find original of war warrant No. 3387, for £100,000, upon C. J. McRae, Confederate States depositary, in your favor. By order.

Very respectfully, your obedient servant,

EDWARD B. SMITH,

Major.

Colonel Gorgas to Major Huse.

ORDNANCE BUREAU,

Richmond, October 3, 1863.

MAJOR: I telegraphed you yesterday through Mr. J. M. Seixas, special agent war department at Wilmington, as follows: "Send some of government stores to Nassau, as navigation from that point to Wilmington is more safe than from Bermuda at this season of the year." I have now to confirm same.

Pilots and captains say that, during the entire winter season, there is less sea-risk between Nassau and Wilmington than between Bermuda and Wilmington. The saving on coal from Nassau is of itself a very considerable item. As a regular depot has been established at Bermuda, you will, however, make the bulk of your consignments to that point. At Nassau you will correspond with Mr. L. Heyliger.

Your obedient servant,

J. GORGAS.

Major Walker to Major Huse.

St. George's, Bermuda, October 2, 1863.

MAJOR: I have before me your favor of the 4th ultimo from Paris. Messrs. Fraser, Trenholm & Co. will hereafter keep me fully supplied with coal, so you need not give the matter any further attention.

I hope that you will be able to resume your contract with the Mercantile Trading Company.* In any event, I have the refusal of the five hundred tons saltpeter to which you allude, on arrival at this port.

I have still to regret that the demands upon me from home require me to make heavy drafts against shipments of cotton. I have now in hand funds sufficient to pay my way for two months, so that the next two thousand or two thousand five hundred bales of cotton to arrive will be free from all incumbrance, and at your disposal.

You need have no apprehension with regard to the changes in the government steamers. There is no danger whatever of their ever being forbidden the use of this harbor. The Lemuella has arrived without any documentary evidence ever having been received here of the ownership of her cargo. Neither has any invoice or manifest come to hand.

Some apprehension is felt with regard to the safety of the Cornubia. I inclose several letters which have recently been received for you.

I am, major, very respectfully, your obedient servant,

N. S. WALKER.

General Moore to Major Huse.

SURGEON GENERAL'S OFFICE, Richmond, October 14, 1863.

SIR: I have to state, for your information, that the medical department of the Confederate States army has now on hand a supply of cotton to the value of \$1,500,000. This cotton is to be used in payment of such bills in England as may be made by you in purchasing medical and hospital supplies, and it is securely stored in such localities as to be entirely safe from any attempts of the enemy to seize or destroy it.

The medical department has also drafts on England for £30,000, to be used for the same purpose. Medical purveyors are now purchasing cotton, which will make an additional supply of about one million pounds. These funds, &c., will be forwarded subject to your order as opportunity

may occur.

I have to request that you continue to make purchases and ship them in divided lots, so that each shipment shall consist of a portion of each article of supply, so that, in the event of capture or loss by sea, the whole of any one article may not be lost. See letter from this office August 20, 1863.

Very respectfully, your obedient servant,

S. V. MOORE, Surgeon General C. S. A.

Mr. Prioleau to Major Huse.

LIVERPOOL, October 14, 1863.

My Dear Friend: I have yours of 12th this afternoon. Send S. H. & Co. an order for the £3,000, and we will pay it; then hold off until we

tell you to go ahead again.

Touching the Gibraltar,* formerly Sumter, did you not advise the government that you had taken her for the war department? They do not understand it out there, and you must come here and settle it somehow as early as you conveniently can. I will adopt either of three courses which you may prefer: 1. To ignore our ownership altogether, and consider her always the property of the government. 2. To sell her to the government at a fair valuation on her leaving here. 3. To keep her as our own from the time of purchase in Gibraltar, and charge you the regular rate of freight for the voyage to Wilmington, say £60 per ton.

The first is the best plan, I think. Certainly for the government it is. Of course you know that it was not she that was sunk in this harbor. She was at Wilmington lately, and before she is lost or returns here, the

matter ought to be arranged.

Yours, truly,

C. H. PRIOLEAU.

When do you think you will likely come?

REBEL CRUISERS.

THE ALABAMA.

NOTE.—This is additional to the correspondence printed in Vol. VI, pp. 373-503.

Mr. Wilding to Major Greig.

United States Consulate, Liverpool, July 4, 1861.

DEAR SIR: From information I have received, I have reason to believe that a person named Bullock has come to England for the purpose of procuring vessels to be fitted as privateers to cruise against the commerce of the United States, and that he will make Liverpool the scene of his operations. It is hardly conceivable that any individual would be rash enough to attempt such a violation of the law here, but the improbability may induce the attempt, and I inform you of the circumstances, that you may take such measures as you may deem advisable.

I am, dear sir, very respectfully, your obedient servant, HENRY WILDING,

United States Vice-Consul.

Major GREIG, Head Constable.

Mr. Wilding to Mr. Edwards.

UNITED STATES CONSULATE, Liverpool, July 4, 1861.

DEAR SIR: From information I have received, I have reason to believe that a person named Bullock has come to England for the purpose of procuring vessels to be fitted as privateers to cruise against the commerce of the United States, and that he will make Liverpool the scene of his operations. It is hardly conceivable that any individual would be rash enough to attempt such a violation of the law here, but the very improbability may induce the attempt, and I inform you of the circumstances, that you may take such measures as you may deem advisable to frustrate it, if made.

I am, very respectfully, your obedient servant.

HENRY WILDING, Vice Consul.

PRICE EDWARDS, Esq.,
Collector.

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Mr. Dudley to Mr. Adams.

[Extract.]

United States Consulate, Liverpool, April 5, 1862.

SIR: I have been watching for some weeks a steam gun-boat being built by Laird & Co. at Birkenhead, opposite Liverpool. She is to be 1,100 tons burden, and her engines 300 horse-power. She is not yet launched. No expense is spared in her construction. When finished, will be a first-class vessel of her kind. She is modeled after the Oreto. I have very strong reasons to suspect that she is the consort to this boat, and of course intended for the southern confederacy. I am, sir, your obedient servant,

THOMAS H. DUDLEY,

United States Consul.

Hon. CHARLES F. ADAMS, United States Minister.

Mr. Dudley to Mr. Edwards.

UNITED STATES CONSULATE. Liverpool, June 20, 1862.

SIR: Having received what seems to me reliable information that a vessel is now being fitted out by Messrs. Laird & Sons, of Birkenhead, to cruise as a privateer against the commerce of the United States, I deem it my duty to bring the matter immediately to your notice, that you may take such measures as may be necessary to prevent such a wrong being done.

It has frequently been stated to me that such a vessel had been launched by the Messrs. Laird, but the following statement, made to me yesterday, leaves no doubt whatever in my mind that such a vessel is now in one of the Cheshire graving docks, being fitted for a confederate pri-

It appears that a boy named Robinson, the son of a man residing at New Orleans, some time since ran away from a school in Cheshire, and sailed in the screw-steamer Julia Usher, which cleared for Havana, but was generally believed to be bound for a southern port of America. For some unexplained reason the vessel came back, and Robinson was taken out of her by his guardian, and lodged with a person named Maguire, to be taken care of while arrangements were being made for his being sent to Stonyhurst College. He declared great unwillingness to be sent to school again, and told Magnire that while on board the Julia Usher he learned that there was a gun-boat being fitted out for the South, by Mr. Laird, at Birkenhead; that she was to be commanded by Captain Bullock, would mount eleven guns, and sail in about nine days; that she would not attempt to run the blockade, but go off privateering at once, and he wanted Maguire to get him on board of her. He said bis guardian, Mr. Oliver, was well acquainted with Captain Bullock, and if he could be induced to speak for him, he would be taken. He stated, further, that Fraser, Trenholm & Co. were getting the boat built, and were advancing the money for her.

This statement receives strong confirmation from the facts that the

Julia Usher belongs to, and was dispatched by, Messrs. Fraser, Trenholm & Co.; that they are the financial agents of the confederate government; that the captain (Hammer) of the Julia Usher is one of their oldest and most trusted captains, and as he belongs and was going to Charlestown, he would be likely to be informed of the state of preparation, &c., of such a vessel; and as he did not expect to return to Liverpool, he would be likely to talk about it on board his ship; that there were on board the Julia Usher six persons from the privateer Sumter who would also be likely to know and talk about it; that there is a gun-boat at Birkenhead, in one of the graving-docks, answering the description given by the lad, and nearly ready for sea; that there is also here a Captain Bullock, belonging to the confederate navy, and well known to be an agent of the confederate government; that Mr. Wellsman, of the firm of Fraser, Trenholm & Co., and Messrs. Andrew E. and Thomas Byrne, who are well known to be engaged with Fraser, Trenholm & Co. in sending aid to the confederates, were present at, and took a great interest in, the launch and subsequent trials of the vessel.

These evidences are so strong that I should be wanting in the performance of my duty if I did not lay them before you, and ask you to adopt measures for preventing the vessel's departure. As the commercial representative of a nation which desires the most friendly relations

with this country, I have a right to make this request.

Very respectfully, I am your obedient servant, THOMAS H. DUDLEY,

THOMAS H. DUDLEY,
United States Consul.

The COLLECTOR OF CUSTOMS,

Port of Liverpool.

Mr. Dudley to Mr. Adams.

UNITED STATES CONSULATE, Liverpool, July 10, 1862.

SIR: I inclose you copy of letter by me addressed to the collector of customs at this port, in relation to the gun-boat being fitted out by the Messrs. Lairds for the rebel government. The gate-keeper at the yard says it is rumored that this vessel is intended for the Spanish government, but that this rumor is not true—that she is intended for the

South, meaning the rebel government.

Richard Brougan, a shipwright employed at Lairds, states that on the day she was launched Captain Bullock, his wife, and several other American gentlemen were in attendance. Mrs. Bullock sat in one of the office windows; her bonnet fell out, and he, Brougan, passed it up to her. He says this boat is owned by Captain Bullock, or, at least, he pretends that it is; that she was built the same as the Oreto, and for the same purpose, and that she and the Oreto are to cruise about on the American coast for the confederate government. He states that Captain Bullock represents himself as a commissioner of the southern government; is there on the boat every day, and gives all the orders about her. A man by name of Butcher is to go out nominally as her commander. This man Butcher wants Brougan to go out in her as carpenter, and offered him £6 per month; he asked £7, and wanted a guarantee from Mr. John Laird that his wages would be paid, inasmuch as they refused to state who owned her. Laird smiled when asked, and replied

that he had no doubt but what it would be all right. Brougan refused

to go.

The crew are being shipped by a man by name of Barnett, by direction of Captain Butcher. The stores are all on board. It is now said that she will carry twelve 32-pound rifled cannon, and three swivels. I think her armament has all gone out in the bark Rosalind, which sailed for Nassau on Saturday last. But in this I may be mistaken.

I am, sir, your obedient servant,

THOMAS H. DUDLEY. Consul.

Hon. CHARLES FRANCIS ADAMS, United States Minister, &c., &c.

Mr. Dudley to Mr. Adams.

UNITED STATES CONSULATE, Liverpool, July 14, 1862.

SIR: The gun-boat No. 290 has been taken into what is called the Great Float at Birkenhead, and is to-day taking in coal from boats alongside. Some two hundred plugs, designed to stop up shot-holes, are made,

and ready to be placed on board.

Captain Bullock has given orders for the construction of two large steam-rams, to be made shot-proof and of sufficient strength to destroy any vessel we have afloat. The models are now being made at the Lairds'. The keel of one of these rams is already laid in their yard. They are to be finished in the shortest time possible.

I am, sir, very respectfully, your obedient servant,

THOMAS H. DUDLEY, Consul.

Hon. CHARLES FRANCIS ADAMS, United States Minister.

Mr. Dudley to Mr. Adams.

United States Consulate, Liverpool, July 18, 1862.

SIR: I have retained Mr. Squarey, of the firm of Duncan, Squarey & Blackmore. This gentleman has been the solicitor for the consulate for a long while, and ranks as one of the most clever men in his profession at Liverpool. Mr. Hall, one of the members of the firm you mention in your letter, is reputed to be an active secessionist. I have but little doubt but what all of the bar here sympathize with the South. I believe the one employed to be a man of honor as well as ability. He has taken hold with energy, and I entertain hopes that he will be able to accomplish something. I have directed him to work up and prosecute the case without regard to expense. The difficulty we have is to procure direct evidence.

They have taken on between four and five hundred tons of coal. They have moved her from the Great Float to the dock.

I am, sir, your obedient servant,

THOMAS H. DUDLEY.

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Hon. CHARLES FRANCIS ADAMS.

Mr. Dudley to Mr. Adams.

[Telegram.]

JULY 28, 1862.

The boat is moving into the river. Understand she is to start at six in the morning, they say on a trial trip, and that she will sail on Wednesday.

Mr. Dudley to Mr. Adams.

UNITED STATES CONSULATE, Liverpool, July 28, 1862.

SIE: The gun-boat 290 is evidently preparing for sea. The men have taken their clothes and beds on board, and received orders to hold themselves in readiness at any moment. Callan & Co. of this place furnished the stores.

I inclose you a slip cut from the Journal of Commerce of this day, showing the proceedings against the Oreto, at Nassau.

I am, sir, your obedient servant,

THOMAS H. DUDLEY.

Hon. CHARLES FRANCIS ADAMS, United States Minister, &c.

[Telegrams.]

JULY 29, 1862.

From Thomas H. Dudley, Liverpool, to the American minister, London: She has not gone, but is in river with all on board, ready to go at any moment.

No register or clearance. Collector says it was not necessary, and that she can go anywhere without.

The vessel 290 is steaming out of the river. It is said she will stop at Queenstown, but I do not know.

Mr. Dudley to Mr. Adams.

[Extract.]

UNITED STATES CONSULATE, Liverpool, July 29, 1862.

SIR: The steamer No. 290, built by the Messrs. Lairds for the rebel government, sailed this morning, about 11 o'clock. The men were ordered on board last night, and the vessel went out of her docks into the river soon after they went on board. One rumor is that she has merely gone out on a trial trip, and that the men have signed a contract merely for

ten days. I have been unable to ascertain anything definite about her movements. She has a crew of about fifty men. She has not been registered, neither has she cleared at the custom-house. After she left I sent down to inquire. The collector, or those who answered for him, stated that it was not necessary that she should do either, and that she could go anywhere. I think she will go to Nassau to receive her armament. Several of the men have been told this by the officers on board. There are many things which would seem to indicate this, among them: The Minnie, a small sailing vessel which cleared from here for Nassau on the 23d instant, just before she left, took on fifty tons of coal for W. & H. Laird. I think that coal is intended for this vessel. Thus another vessel is permitted by this government to be built and fitted out at Liverpool to cruise against the United States.

I am, sir, your obedient servant,

THOMAS H. DUDLEY.

Hon. CHARLES FRANCIS ADAMS, United States Minister, &c.

Affidavit of Frederick Morrison.

I, Frederick Morrison, of Liverpool, in the county of Lancaster, merchant's clerk, make oath and say as follows:

1. I was for the period of five years a clerk in the employ of Messrs. Laird Brothers, ship-builders, Birkenhead, and was with them during the whole of the time when the vessel originally known as vessel No. 290, and afterward as the confederate cruiser Alabama, was being built.

2. In my capacity as clerk, I was in the habit of almost daily going round the ship-building yard, and saw the said vessel during the whole time of her construction, and the progress which was made from time to time in her construction.

3. It was reported among the employes of Messrs. Laird Brothers that

the said vessel was being built for the Brazilian government.

4. I frequently saw the persons who came to the yard as visitors. There were some who came often, and who always whenever they came went to see the said vessel. These persons were not Englishmen, and, from their appearance and conversation, I believe they were Americans. There was in particular one American gentleman who came nearly every day to see the said vessel.

5. From this fact it was commonly supposed among those about the yard that the said vessel was being built for America, and the idea that

she was for the Brazilian government was sneered at.

6. I saw her after she was launched and while she was being rigged and fitted with engines and boilers, and it was then still always supposed that she was intended for some foreign government.

FREDERICK MORRISON.

Sworn at Liverpool aforesaid the 16th day of August, 1871, before me.

THOMAS C. RYLEY,

Notary Public, Liverpool.

Affidavit of Joseph Lamphier.

I, Joseph Lamphier, of Liverpool, in the county of Lancaster, deputy consul there of the United States of America, make oath and say as follows:

1. In the year 1862 I knew and was on intimate terms with Edward Morgan, at that time surveyor of customs at Liverpool, and I was in the habit of meeting with him and conversing with him on matters con-

nected with his official duties.

2. The said Edward Morgan was to my knowledge in the habit of seeing the confederate cruiser Alabama, then called vessel No. 290, during the time when she was in course of building at Messrs. Lairds' yard, at Birkenhead, in the early part of the year 1862, almost every day in his official capacity, and it was he who made the official report to the English government respecting her which was afterward published in the "copy of or extracts from correspondence between the customs and the custom-house authorities of Liverpool, relating to the building, fitting out, and sailing of the vessel No. 290, since known as the confederate cruiser Alabama," and published in pursuance of an order of the House of Commons, dated 30th of March, 1863.

3. In the course of conversation with me in the early part of the year 1862, during the time when the said confederate cruiser Alabama was in course of building as aforesaid, the said Edward Morgan informed me that he believed and had no doubt that the said vessel was being built for a war ship, and that although he could not prove it, he had no doubt in his own mind that she was intended for the Confederate States of America. He also mentioned to me a report which was being circulated that she was being built for the Chinese government, but said that he

believed that such report was a pure fabrication.

JOSEPH LAMPHIER.

Sworn at Liverpool aforesaid the 15th day of August, before me. JAS. THOMELY,

Notary Public, Liverpool.

Mr. Dudley to Mr. Adams.

[Telegram.]

LIVERPOOL, August 11, 1862.

Shipping fifty men to go to her on tug to-morrow night. Have written to you; will find out her whereabouts if possible.

Mr. Dudley to Mr. Adams.

[Telegram.]

LIVERPOOL, August 12, 1862.

Somewhere in channel. Do not know where. Shipping fifty men. Go out on a tug to-night.

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Mr. Dudley to Mr. Adams.

[Telegram.]

LIVERPOOL, August 13, 1862.

The men were shipped on the steamer Bahama, which sailed with cannon and ammunition at 3 this morning.

Mr. Dudley to Mr. Adams.

United States Consulate, Liverpool, November 18, 1862.

SIR: Your dispatch of the 18th instant has been duly received. My understanding was, that it was Captain Sinclair and seven officers and men belonging to the rebel navy, and not Pegram, who came from Bermuda here, via Halifax. I will make inquiry, and find out the facts if

possible.

The officers on the Alabama are: R. Semmes, commander; John Kell, of Georgia, first lieutenant; Armstrong, second; Wilson, third; and Law, an Englishman, fourth lieutenant. Sinclair, master; Evans, a Charleston pilot, and Fullam, an Englishman, (was second mate when she went from Liverpool,) master's mates. I. S. Bullock, (son of Captain Bullock,) E. M. Maffitt, (son of Captain Maffitt,) W. B. Sinclair, and Anderson, midshipmen. A man by name of Howell, brother-in-law of Jeff. Davis, is lieutenant of marines, (but he has none as yet on board.) The chief engineer is named Freeman. There are four assistant engineers, all of whom were on the Sumter; a surgeon and assistant surgeon, the last an Englishman. I have not the names of either. They have two Charleston and two Savannah pilots on board. The men are all Englishmen, with two or three exceptions. Those who are married have given what are called half-pay orders in favor of their families, which are paid every week in Liverpool by Melchor G. Klingender, and Fraser, Trenholm & Co. It is generally understood that the Lairds, who built the Alabama, still have an interest in her, but as she went to sea without papers or a register, there is no record of her owners, or way of ascertaining who they are.

I am, sir, very respectfully, your obedient servant, THOMAS H. DUDLEY, Consul.

Deposition of Clarence Randolph Yonge.

Clarence Randolph Yonge, of the State of Georgia, in the United States of America, late paymaster on board the steamer Alabama, formerly called the 290, built by William and John Laird & Co., at Birken-

head, makes oath and says:

I know Captain James D. Bullock, of the State of Georgia, in the United States, now residing at Waterloo, near Liverpool, in England. He is a commander in the navy of the so-called Confederate States of America; his business in England is superintending the building of iron-clads and other war vessels for the Confederate States. In the autumn of 1861, Captain Bullock came from England Savannah,

Georgia, in the English steamer Fingal. At that time I was in the naval paymaster's office, in Savannah, Georgia, under the confederate government. Previous to Captain Bullock leaving England, as I afterward learned, he had contracted for two steamers for the confederate government; one the Oreto, now called the Florida, built by William C. Miller & Sons, of Liverpool; the other the 290, afterward called the Eureka, and now called the Alabama, built by the Messrs. Laird, at Birkenhead. Captain Bullock was about to return to England to look after the completion of these steamers, and to assume command of the Alabama, and wanted some one to accompany him; I was recommended by the paymaster at Savannah to Captain Bullock; I was then released by the paymaster from my engagement, and was subsequently appointed by Captain Bullock, under the written approval of S. R. Mallory, the secretary of the navy of the Confederate States, as paymaster in the confederate navy, and assigned to the steamer Alabama. We sailed for England in the steamer Annie Childs, commanded by Captain William Hammer, from Wilmington, North Carolina, about the 5th day of February, 1862. Captain James D. Bullock, Lieutenant Johnson, Midshipman Eugene Maffitt, and C. M. Anderson, and myself, came over in the Childs; Law, Maffitt, and Anderson are now in the Alabama. We arrived at Liverpool about the 11th of March, 1862.

I continued as paymaster in the confederate navy from the time of my appointment in Savannah, Georgia, up to the time of my leaving the steamer Alabama at Port Royal, in January, 1863. I went out in the Alabama when she sailed from England, on the 29th of July, 1862, as paymaster, and acted as such on said vessel up to the time of my leaving her as atoresaid. Previous to our leaving Wilmington, in February, I acted as a clerk to Captain Bullock, and attended to his correspondence with the confederate government and others; and from this correspondence and other circumstances I know that he is a commander in the confederate navy; that he had contracted for building the two vessels now called the Florida and Alabama for the confederate government aforesaid, and was and is their acknowledged agent for building and fitting out naval or war vessels for the so-called confederate government, to cruise against and make war upon the Government and people of the United States. I wrote letters for Captain Bullock (which he signed) to Mr. Mallory, the secretary of the confederate navy, and saw letters from the secretary to Captain Bullock. There was much correspondence about building the two above named and other war vessel, in England for the confederate government, and about the money to pay for the same, and those thereafter to be built in England. correspondence, and my transactions afterward with the firm of Fraser, Trenholm & Co., of Liverpool, I learned that Lieutenant James H. North had been sent over to England by the confederate government to make contracts in England for building and fitting out iron-clad vessels for said confederate government, for the purpose of committing acts of hostility against, and making war upon, the Government and people of the United States.

Captain Bullock was directed by Mr. Mallory, the secretary of the confederate navy, in the correspondence to which I have referred, to aid Lieutenant North, and assist him in getting up and making contracts for building and fitting out these iron-clad vessels in England.

When we came over to England, it was understood by myself and the other officers who accompanied us that Captain Bullock was to have the command of the Alabama, which was then building by the Lairds at Birkenhead, and I was to go in her as paymaster; I came over for this

express purpose. From the time of my coming to England, in March, 1862, until I sailed in the Alabama, on the 29th of July, 1862, my principal business was to pay the officers of the confederate navy who were over here in England and attached to the Alabama, sent here to join and sail in her when finished. I used to pay them monthly, about the first of the month, at the office of Fraser, Trenholm & Co., in Liverpool. I drew the money for that purpose from this firm.

Captain Bullock kept all his papers at Fraser, Trenholm & Co., and transacted his business in one of the private offices of this firm. I was in the habit, during my stay in Liverpool, of visiting this office very frequently, almost every day, and saw, heard, and knew what was being done and going on. I also made visits to Lairds' yard in Birkenhead, where the Alabama was building. Saw Captain Bullock there at times in the yard with the Lairds. I also saw the Lairds at Fraser, Trenholm

& Co.'s office with Captain Bullock.

On one of the occasions of my visit to Captain Bullock at Fraser, Trenholm & Co.'s office in Liverpool, I made for him a copy of an original contract between himself and the firm of William and John Laird & Co., at Birkenhead, for building the Alabama. This copy I had with me while I was acting as paymaster on that ship, and it was left on that vessel by me. I also frequently made copies of other papers, letters, &c., for Captain Bullock. Before we sailed in the Alabama, I saw the plans, drawings, and specifications made and furnished by the firm of William and John Laird & Co., for building the iron-clad rams for the so-called confederate government.

I think it was in the mouth of June, 1862; it was in the office of Fraser, Trenholm & Co., in Liverpool, Captain Bullock had them. Mr. Freeman, the chief engineer on the Alabama, and several other officers,

were there, with myself and Captain Bullock, examining them.

A set of plans and specifications for building these iron-clad rams had been previously sent over to Richmond for the approval of the confederate government. The Messrs. Laird had some doubts whether the British government would permit them to build and fit out the vessels with towers or turrets on them, and were going to ascertain through the Mr. Laird who was a member of Parliament, whether they would be permitted to do so. After we left Liverpool, Mr. Low told me the keel for one of these iron-clad rams had been laid by the Lairds at their yard before we sailed, which was afterward corroborated by Mr. Freeman, the chief engineer of the Alabama, who stated to me that he had been over to the yard and seen it.

Captain Bullock had made himself so useful and efficient in building war vessels in England that the confederate government was not willing for him to take command of the Alabama, but required him to remain and superintend the building and fitting out of the iron-clads to be built by the Lairds and others in England. I learned this from himself. He told me that he had been ordered by the navy department to remain to

look after and superintend the building of these very iron-clads.

He was very anxious to have command of a vessel, and expected in the first place to have the Oreto, then to have the Alabama. He told me, just before I left, he would not let all of these iron-clads slip through

his hands, as the Oreto and Alabama had.

On the 5th day of April, 1863, I went to the ship-yard of William and John Laird & Co. at Birkenhead. In the southerly part of their yard, under the shed, side by side, I saw two iron-clad ram steamers, which they are building there. I believe them to be the same that I saw on the plans and drawings made by the Messrs. Laird, and in possession of

Captain Bullock at the office of Fraser, Trenholm & Co., hereinbefore mentioned. I have not the least doubt about the matter.

CLARENCE R. YONGE.

Sworn before me at the custom-house in Liverpool, this 6th day of April, 1863.

J. PRICE EDWARDS.

Affidavit of John Caren.

I, John Caren, of Liverpool, in the county of Lancaster, seaman, make

oath and say as follows:

- 1. In the latter part of June, 1862, I was looking out for employment on a ship, and a friend of mine, who was working for the boatswain of the vessel then known as No. 290, and afterward as the confederate cruiser Alabama, told me that men were wanted for this vessel who had been on board of men-of-war, and who knew something about a gun. I had been on a British man-of-war, and my friend told the boatswain of the said vessel so, and the boatswain accordingly sent me a message, by my friend, to go down to the ship in Messrs. Lairds' wet-dock at Birkenhead.
- 2. I accordingly went the following day to Birkenhead, to Messrs. Lairds' dock, and there saw the said vessel and the boatswain on board of her. He was an Englishman. I saw no one else that day. He asked me if I had any papers. I showed him my discharge from the man-of-war; when he saw it he said I would do; I was just the kind of man he wanted, and asked me to go down to work on the said vessel on the following Monday morning. I understood from what the boatswain said to me, that the said vessel was intended for a man of-war, and it was evident from her build that she was so intended; for instance, there were places prepared on her deck for gun-carriage tracks, and there were also iron shot-racks fitted to the bulwarks, neither of which are ever on any vessels except men-of-war.

3. I went again to the said vessel on the Monday morning following my said interview with the boatswain, and at once commenced to work on board her. She was then lying in the dock at Birkenhead, belonging to the Messrs. Lairds. She had been launched, and was rigged and fitted with engines and boilers, and all of her fittings ready for sea.

4. I staid working on board the said vessel in the same dock for two weeks, and she was then moved into another dock at Birkenhead, a public dock, and I staid working on her in the said last-mentioned dock

two weeks longer.

5. During the said four weeks the said vessel was painted, her decks cleaned, and she was otherwise finally prepared for sailing; provisions and coals were also taken on board.

6. During the whole of this time a great many people came to see her, nearly all of whom appeared to be Americans. There were some in par-

ticular who came nearly every day; these were all Americans.

7. During this time the only officer belonging to the said vessel, whom we saw, and with whom we had communication, was Mr. Low, an American, who was her chief mate, and afterward a lieutenant on board her. He was always on board and in charge of her during the whole time I was on board of her in Birkenhead. Besides him, I frequently saw another American gentleman, a Mr. Young, who went out with us as our purser.

8. Very soon after I first went on board, I knew from my own observation, and it was understood by all on board, that she was intended for a cruiser. Indeed, as soon as I saw her, I could tell that at once. Some one suggested that she was intended to run the blockade of the southern ports of America, but it was perfectly evident from her appearance that that could not be so, but that she was for war purposes. I frequently heard others say so as well.

9. During the course of the four weeks aforesaid, fresh men were constantly engaged, like myself, until between thirty and forty were on board. Most of these men had previously been on board men-of-war or belonged to the naval reserve, and to my knowledge they were engaged on that account. They told me so. Everybody in Birkenhead who who came about or near the ship knew this fact, and also that it was Americans who had her in charge. It was made no secret of that she

was intended for a war vessel for the confederate government.

10. A vessel of the same class and tonnage, intended for the merchant service, would not carry more than ten or twelve seamen at the most.

11. During the time we were working on the said vessel at Birkenhead aforesaid, I and the other men received board-wages weekly, which were paid to us by the said Mr. Low. At the end of the four weeks aforesaid, I, together with the other men, who had been engaged on board, signed articles. It was Mr. Low who presented the articles to us. He told us the ship was going to sail, and he wanted us to sign for four pounds ten shillings a month, to go in the said vessel as a merchant steamer, called, as I understood, the Eureta, to Bermuda, or any other intermediate port in the West Indies. We all signed articles to that effect in Mr. Low's presence, and were paid half a month's wages in advance; these payments were made by advance notes payable at Messrs. Fraser, Trenholm & Co.'s, in Liverpool. This took place on the evening of Monday, I believe, the 28th July, 1862, and we were told that we were to sail the following morning.

12. On the following morning, before we sailed, a number of gentlemen and ladies came on board, very nearly all Americans. Captain

Bullock was one of them.

13. About the same time, or on the previous evening, I am not sure which, five fresh seamen came on board. They were all Americans and belonged to Savannah. They were, in fact, Savannah pilots. I worked with these men as soon as they began to work, and they told me that the vessel was going as a confederate man of-war. They told me that they had run the blockade out of Charleston to Liverpool, and when they wanted to return, they were asked by a gentleman who advanced them money, and gave them anything they wanted, and to whom they applied for information, to stay and go out on a vessel which was being prepared to go out as a confederate cruiser. They also told me that a vessel was to meet us at a certain place where we were going to, with officers, and guns, and stores for us.

14. On Tuesday, the same day that the gentlemen came on board as aforesaid, we sailed out of the Mersey, and at first steamed a measured mile to try the engines, and then we steamed to Point Lynas. All the gentlemen who had come on board in the morning, including Captain Bullock, staid on board until we reached Point Lynas, which we did in

the evening of the same day.

15. We anchored in a bay near there, called Moolfra Bay, and there received, by a tug-boat from Liverpool, a number of fresh men, and some men who had been previously engaged and had been left behind.

16. We steamed from Point Lynas to the Western Islands direct, and

arrived there on the Sunday after we sailed. When we made the Western Islands, we went into a small bay, about two hours' sail from Fayal, quite a solitary, out-of-the-way place, and lay there at anchor doing nothing until the following Sunday.

17. On that day the bark Agrippina hove in sight and anchored near to us. The following day she came alongside of us, and put on board of us a large quantity of coals and ammunition, including powder, shot,

and shell.

18. Before we had finished taking these on board, the authorities on land ordered us away, and we finished the transfer of the coals and ammunition at sea. All the men on board of us worked at this transfer.

19. The Agrippina came from England—I believe from London. Her

cook joined us, and told me this.

20. When we had finished with the Agrippina, she went into Fayal, and we remained outside; and a few days afterward a large steamer, the Bahama, came alongside of us, and put on board our officers, namely, Captain Semmes, and all the lieutenants, and we took out of her heavy guns and clothing. The sea being heavy, we went into the port of Fayal, to finish the transfer to us of the guns, and finished it in the port.

21. The Bahama came from Liverpool. Some of her crew told me

this, and I knew some of them as Liverpool men.

22. When the transfer was completed, and the ship ready for service, Captain Semmes formally took command of her, and we started from Fayal immediately.

23. After this I remained on board of her the whole time until she

was sunk at Cherbourg.

24. On one other occasion, after we left Fayal, namely, when we were at Martinique, the Agrippina came to us and brought us coal.

JOHN CAREN.

Sworn at Liverpool aforesaid, the 19th day of August, 1871, before me.

THOMAS C. RYLEY,
Notary Public, Liverpool.

Affidavit of Betsy Allcot.

I, Betsy Allcot, of Liverpool, in the county of Lancaster, wife of Henry Allcot, of the same place, sail-maker, make oath and say as follows:

1. I am the wife of Henry Allcot, of Liverpool, aforesaid, sail-maker. The said Henry Allcot, my husband, was acting sail-maker on board the vessel originally called No. 290, and subsequently known as the confederate cruiser Alabama. He was engaged on board of the said vessel at the time she was building in Messrs. Laird & Co.'s yard at Birkenhead; sailed on her from Liverpool in July, 1862, and remained on board of her until she was sunk off Cherbourg, in 1864.

2. During the whole of that time I was living with my parents in Liverpool. When the said Henry Allcot sailed in the Alabama, as aforesaid, he left with my mother, Mrs. Rose Hicklin, the half-pay note for his wages, and either myself or my mother received his half wages

during the whole time that he was on the Alabama.

3. The said half-pay note is now produced and shown to me, and marked A, and is in the words and figures following, namely:

"No. ---

"I, Henry Allcot, sail-maker on board the Confederate States vessel of war Alabama, commanded by Raphael Semmes, esq., do, by these presents, allot six pounds ten shillings per month of my wages for the support of my family, and I do hereby appoint Mrs. Rose Hicklin, my attorney, to receive for that purpose from Fraser, Trenholm & Co., at the port of Liverpool, in England, the said sum of six pounds ten shillings monthly, for the term of twelve months, the first payment to be made on the 30th day of September, 1862.

"In witness whereof, I have hereunto set my hand and seal this 24th

day of August, 1862.

"HENRY ALLCOT.

"In presence and with the approbation of-

"R. SEMMES, Commander.

"£6 10s.

"Registered by—
"CLARENCE R. YONGE."

4. The said half wages were paid to us by Mr. Melchior G. Klingender, an English merchant doing business in Liverpool, at his office in Liverpool. On going to the said office to receive the half wages, I very frequently met numbers of the wives and friends of other men on board the Alabama, and conversed with them, and saw them get their money. It was well known to myself and all those with whom I so conversed on meeting them, that the persons who paid us the half wages were regularly paying the wages of all the seamen at the time serving on the said vessel. I often heard this stated by these persons, and it was commonly understood so among us.

5. Before the said vessel sailed, I learned from my said husband, and it was commonly understood among our friends and acquaintances, that she was going out as a cruiser for the government of the said so-called

Confederate States.

6. After the said vessel was sunk, as aforesaid, my said husband was engaged in Liverpool to go out on board the confederate cruiser Shenandoah, and between the time of the sinking of the Alabama and his engagement for the Shenandoah he was in Liverpool, and received home wages, as if he was belonging to the navy of the government of the said so-called Confederate States. These home wages were paid by a man of the name of Smith, at his office in Cook street, Liverpool.

7. My said husband sailed from Liverpool in order to join the Shenandoah, with a number of her officers and crew, in a steam-vessel called the Laurel. I went with him on the tug-boat which took him on board the Laurel, then in the Mersey; and there were also a number of other persons who were seeing off others of the crew. It was night when we started, but there were a great many people about, and it was well known among all who were there, and openly talked about by them, that the Laurel was going to join the confederate cruiser Shenandoah, and to take to her her officers and crew. A great many of the crew who so went with my said husband were Englishmen, and some belonged to Liverpool.

8. My said husband gave me, when he so sailed to join the Shenandoah, the advance note for his first month's wages, and the half-pay note for his wages during the time he should be on board her. I drew his half wages on these notes during the whole time that my (husband)

remained on board the Shenandoah, which he did, until she returned to Liverpool in the autumn of 1865, after the close of the American war.

9. All the said wages I so received were paid to me at the office of

Messrs. Fraser, Trenholm & Co., in Liverpool.

10. I know and am well acquainted with Captain Bullock, who was acting in Liverpool as an agent of the government of the said so-called Confederate States. He was very often in Messrs. Fraser, Trenholm & Co.'s office when I was receiving my said husband's half wages, and I frequently spoke to him there, and knew from what he said to me on those occasions that he had a great deal to do with the management of the affairs in Liverpool of the government of the said so-called Confederate States. I know also that the firm of Fraser, Trenholm & Co. had a great deal to do with the same affairs.

11. I used to meet and converse with others at Messrs Fraser, Trenholm & Co.'s office who were receiving the half wages of other men on board the Shenandoah, and all of them with whom I spoke well knew that the money was being paid to them on behalf of the government

of said so-called Confederate States.

BETSY ALLCOT.

Sworn at Liverpool aforesaid the 25th day of August, 1871, before me.

THOMAS C. RYLEY,

Notary Public, Liverpool.

Half-pay allotment.

This is the half-pay note marked A, referred to in the affidavit of Betsy Allcot, sworn before me this 5th day of August, 1871.

THOMAS C. RYLEY, Notary Public.

Α.

No. —.

I, Henry Allcot, sail-maker on board the Confederate States vessel of war Alabama, commanded by Raphael Semmes, esq., do by these presents allot six pounds ten shillings per month of my wages for the support of my family, and I do hereby appoint Mrs. Rose Hicklin my attorney to receive for that purpose from Fraser, Trenholn & Co., at the port of Liverpool, in England, the said sum of six pounds ten shillings monthly for the term of twelve months, the first payment to be made on the 30th day of September, 1862. In witness whereof, I have hereunto set my hand and seal the 24th day of August, 1862.

HENRY ALLCOT.

In presence and with the approbation of-

R. SEMMES, Commander.

£6 10s.

Registered by— CLARENCE R. YONGE.

Date.		Amount.	Stamp.
30th Sept.,	1862	£6 10s.	[Rose Hicklin.]
30th Oct.,	1862	6 10	Rose Hicklin.
30th Nov.,	1862	6 10	[Rose Hicklin.] [Rose Hicklin.] [Rose Hicklin.]
3 0th Dec.,	1862	6 10	Rose Hicklin.
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Date.		Amount.	Stamp.
30th Jan.,	1863	£6 10s	[Rose Hicklin.]
28th Feb.,	1863	6 10	Rose Hicklin.
30th March.	1863	6 10	Rose Hicklin.
30th April,	1863	6 10	Rose Hicklin.
30th May,	1863	6 10	Rose Hicklin.
30th June,	1863	6 10	Rose Hicklin.
30th July,	1863	6 10	Rose Hicklin.
30th Aug.,	1863	6 10	Rose Hicklin.
Renewed			Rose Hicklin.
30th Sept.,	1863	6 10)	Rec'd £9 10s.
30th Oct.,	1863	6 10 }	on 12th Dec.
30th Nov.,	1863	6 10	[Rose Hicklin.]
30th Dec.,	1863	6 10	Rose Hicklin.
30th Jan.,	1864	6 10	Rose Hicklin.
29th Feb.	···· Paid as per separate		. ,
31st March		6 10	[Rose Hicklin.]
30th April	···· f receipt.		•
20th May,	1864	6 10	[Rose Hicklin.]

Mr. Dudley to Mr. Adams.

UNITED STATES CONSULATE, Liverpool, January 29, 1864.

SIR: The British bark Castor, the same that took out from here coal and supplies for the Alabama and Florida on a previous occasion, cleared from here again yesterday with a cargo of coal for the Alabama. She cleared for Cape of Good Hope, Singapore, and China.

I am, sir, very respectfully, your obedient servant,

THOMAS H. DUDLEY.

Hon. CHARLES FRANCIS ADAMS, United States Minister, &c.

Affidavit of Charles Thompson.

- I, Charles Thompson, of Liverpool, in the county of Lancaster, make oath and say as follows:
- 1. I was formerly in the Liverpool police force, and in the year 1863 I was temporarily employed by Mr. Thomas Haines Dudley, the consul of the United States of America at Liverpool, to watch the equipment and fitting out in the port of Liverpool of vessels suspected of being about to be used as blockade-runners or cruisers for the Confederate States of America, and the engagement of seamen for such vessels, and from January, 1864, I was permanently in the employment of the said Mr. Thomas Haines Dudley, for the above purposes, down to the year 1866.
- 2. During this time there were large numbers of blockade-runners and cruisers being built and fitted out in England and Scotland. Guns, shot, shell, gunpowder, and other munitions of war were daily being shipped from Liverpool for the confederates, as well as provisions and clothes for the confederate army. These were most generally taken out

from here in vessels either to Nassau, Bermuda, or Havana, and then run into the southern ports in the blockade steamers, which were built here and sent out for the purpose. This business was carried on openly upon the most extensive scale, and Liverpool seemed to be the head-quarters for this business. There were large numbers of vessels engaged in it. Thomas Bold, an English merchant at Liverpool, and, as I have been informed and believe, one of the firm of Jones & Co., was the registered owner of the Georgia at the time of her cruising. I know that while she was cruising the wages of the men serving on board were paid by Jones & Co., at their office in Chapel street.

3. In November, 1863, from inquiries I made, I ascertained that there were two men in Liverpool who had been seamen on board the confederate cruiser Georgia, and I got into communication with them; their names were Francis Glassbrook (alias Frank Rivers) and Benjamin

Connolly.

4. These men informed me that they were absent from the said vessel on leave, having left her at Cherbourg to come to Liverpool, on leave, to see their families.

5. On Saturday, the 21st day of November, 1863, I went with these two men to the office of Messrs. Jones & Co., English merchants, doing business in Chapel street, Liverpool, and at this time the Georgia was at Cherbourg, as I was informed. They had informed me that Messrs. Jones & Co. were the agents for the said vessel, and that from them Glassbrook's wife had been receiving half-pay. They claimed to have something due to them, and also wanted orders as to rejoining their ship. They were going to the office, as they informed me, to make inquiries on these two points, and I accompanied them.

6. I saw Mr. Highat, one of the firm of Messrs. Jones & Co., who asked me what I had to do with it, and I told him the men were staying with me, and that I had nothing else to do with it. He did not pay them any money on that occasion, and gave them no orders in my

presence, but said he would send them orders.

7. The said men afterward informed me that they had received orders to go on the following Monday, the 23d November, on board the screw

steamer Balbec, to join their ship at Havre.

8. I went with the men on the following Monday, the 23d November, to the screw steamer Balbec, which was lying in the Sandon dock, Liverpool, and they were there met by a Mr. Wilding, who was a clerk in the employ of Messrs. Jones & Co. I was not near enough to hear what passed between Mr. Wilding and the men, but I saw that he gave them money, but I could not tell how much, and that they signed a paper; and afterward they went into a public house.

9. I waited their return, and on their return I saw them, and they told me that Mr. Wilding had paid them three pounds each, which they showed me, and that they had signed a paper for it; but I induced them

to go with me instead of going on board the said ship.

10. On the 2d of May, 1864, I saw the steamer Georgia lying in the river Mersey, at Liverpool, with the confederate flag flying at the peak, and the same morning saw an officer in confederate uniform land from her by one of her own boats.

11. On the 3d day of May, 1864, I saw the said steamer Georgia in the Birkenhead dock, with the confederate flag and pennant flying, her guns on board, and officers in confederate uniform doing duty on board.

12. I saw the said steamer Georgia frequently, almost daily, from this date until the 11th of August, 1864, when she sailed from the river Mersey for Lisbon.

13. On the 20th day of June the said steamer was lying in the Queen's dock, at Liverpool, to which she had been removed from Birkenhead, and I saw Mr. Jones, of the said firm of Jones & Co., on board of her.

14. Previously, and on or about the 5th day of May, I saw the said Mr. Wilding, whom I know to be, and knew at that time to be, a clerk in the employment of the said Messrs. Jones & Co., superintending the removal of the stores from the said vessel.

15. On the 6th day of June I saw guns landed from the said steamer.

16. On the 30th day of July the said vessel was entered in the Liverpool customs bill of entry for Lisbon and west coast of Africa, E. Bates, consignee.

17. On the 2d day of August, and each day subsequently until the 5th August, inclusive, I saw the said Mr. Jones on board the said steamer Georgia, giving orders to the persons employed in preparing the ship for sea, and the persons so employed appeared to act entirely under his

directions.

18. On the said 5th day of August the said steamer was hauled to the dock gates, with steam up as if ready to go to sea. She was again hauled into the dock, and remained until Monday, August the 8th, when she was hauled out of dock, and anchored at the mouth of the river Mersey, where she lay until Thursday, the 11th August, about 5 o'clock of which day I saw her weigh anchor and steam out to sea; and the said Mr. Jones, before mentioned by me as superintending the fittings of the said steamer Georgia on the 2d, 3d, 4th, and 5th days of August, is well known to me as the person tried and convicted at Liverpool for enlisting men to serve on board the said steamer Georgia as a confederate cruiser.

19. I remember the prosecution of Jones and Highat for enlisting seamen to serve on board the said steamer Georgia; I was present at the trial, and I produce a report marked A, which I cut out of the Liverpool Mercury the next morning. I read it through at the time, and it is a correct report of the proceedings.

20. About a week previously to the 9th October, 1864, I noticed a screw steam-vessel, called the Laurel, of Glasgow, entered for Nassau. She was lying in the Clarence basin, and my suspicions were aroused about her. I took a description of the ship, and reported her to Mr.

Dudley.

21. I afterward saw gun-carriages, and cases, and casks of things, (which I had every reason to believe were ammunition.) taken on board the said Laurel, and the following is a list which I made at the time of the numbers and marks of the cases that were taken on board:

6 large cases marked [W] No. 1 to 6.

2 large cases marked [W] from Randolf & Elders, Glasgow.

1 case marked in [W]s. 17 cases marked [W].

- 6 gun-carriages marked H.[W]A.
- 7 cases marked [W] No. 1 to 7.
- 2 large cases, not marked.

2. barrels, marked s[W]c.3 cases marked [VI]W, No. 14, 15, 16.

- 22. The above-mentioned packages were taken on board the said vessel in open day, with no attempt at concealment, and the fact that they were being taken was open to all, as well to the officers of Her Majesty's customs as to others.
- 23. There was no doubt whatever but what the two large cases contained two large guns, and six cases marked W smaller guns. This was

apparent, and it was very evident that they were intended for the six gun-carriages.

24. I continued watching the vessel until she went out. She sailed

on Sunday morning the 9th October, 1864.

25. The cases in question were consigned to William Connor, who was the foreman or overlooker for Henry Lafone, an English merchant, of No. 13 Tempest Hey, in Liverpool, who was known to me and generally known in the town as a most active agent in assisting and aiding the confederates in their war. I knew who the cases were consigned to by seeing the address on them while they lay at the Wapping station of the London and Northwestern Railway Company.

26. I watched them until I saw them actually taken on board.

27. Some of them bore cards stating that they were from Randolf & Elder, of Glasgow; in particular, the six large cases marked W were so

labelled, but I cannot speak with certainty as to the others.

28. I saw several persons go on board the Laurel, who I believe to have been confederate officers. They had been pointed out to me as such by a man who had been on board the Alabama, namely, John Em-

ery, who had been steward with Captain Semmes.

29. The cargo of the Laurel was entirely made up of guns, ammunition, and supplies for a war ship, such as would be necessary for supplying and arming a war vessel, and nothing else; she was very full and very deeply laden. I saw her go out of dock, but I did not see her actually sail.

30. She cleared on the 8th October, 1864, and sailed on Sunday, the

9th.

31. There were a good many people on board when she went out of dock. I did not search in the custom-house, but I found her clearance

in the bill of entry.

32. I afterward heard that Captain Semmes and a number of other confederate officers had sailed in her. I communicated this to Mr. Dudley, who instructed me to forward the information to the United States consuls at Maderia and Lisbon, stating that Captain Semmes, eight officers, and about one hundred men had sailed in the Laurel. This was information that had been given to me, and was not the result of my own observations, and it afterward turned out that Captain Semmes did not go out in her, but that Waddell did.

33. The Laurel was fitted out and cleared at the customs by the said Henry Lafone, and he was her registered owner. The Laurel was an English vessel, sailing under the English flag, and at the time she sailed from Liverpool was in the command of an Englishman of the name of

Ramsey.

CHAS. THOMPSON.

Sworn at Liverpool aforesaid on the 25th day of August, 1871, before me.

THOMAS C. RYLEY,
Notary Public, Liverpool.

[From the Liverpool Journal of Commerce.]

[Extract.]

THE STEAMER ORETO.

This splendid steamer will be commanded by Lieutenant Maffett, of the confederate navy. Captain Duguid, who was in command of this steamer from Liverpool to Nassau, will return to England by the next steamer.

Deo vindice.

LONDON, December 1, 1864.

This is to certify that I, W. Henrystrike, landsman aboard the Confederate States steamer Florida, has this day been paid off and honorably discharged from the naval service of the Confederate States, and he is entitled to a share of any prize money due the Confederate States steamer Florida for captures made between the 27th day of June, 1864, and the 4th day of October, 1864.

RICH'D TAYLOR,
Paymaster Confederate States Navy.

C. M. MORRIS,
Lieutenant Commanding Confederate States Navy.

Age, 25; color of eyes, blue; height, 5 feet 5 inches; color of hair, light brown; complexion, light; place of birth, England.

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THE SHENANDOAH.

NOTE.—This is additional to the correspondence printed in Vol. VI, pp. 654-722.

Affidavit of Ebenezer F. Nye.

CITY OF NEW BEDFORD,

County of Bristol, State of Massachusetts, ss:

I, Ebenezer F. Nye, of the city of New Bedford, county of Bristol, commonwealth of Massachusetts, in the United States of America, being

duly sworn, declare and say:

I have been engaged in whaling for thirty years, having cruised in the Ochotsk Sea and Arctic Ocean for more than seventeen years. was master of the American whaling-ship Abigail, of New Bedford, Massachusetts, on her last voyage, sailing from New Bedford on the 10th day of July, A. D. 1862, for a five years' voyage. Having been cruising in her for about three years, on the 13th day of April, A. D. 1865, I sailed in her from Yokohama for a cruise in the Ochotsk Sea and Arctic Ocean. On the afternoon of the 27th day of the following May, when off Tarvish Bay, in the Ochotsk Sea, I sighted what I supposed was a whaling-ship, under sail, about five miles off. It had been foggy all day, and, needing assistance, I stood for the supposed whaler, but when about one hundred yards from her, she hoisted a confederate flag, and fired a gun across my bows. She proved to be the insurgent steamer Shenandoah, Captain Waddell, and I soon learned that my vessel was to be burned. Myself, my officers, and crew were transferred to her, and my ship, the Abigail, was set on fire, after some provisions had been transferred from her. After my capture, the Shenandoah cruised backward and forward, off Tarvish Bay, for about ten days, waiting for the ice to leave, so that she could get to the whalers around Jonas Island. or up Northeast Gulf. At the end of ten days, as the ice did not clear, she sailed to the southward about five hundred miles, passing out through Paramouchir Straits into Behring Sea. Then she sailed northerly for Cape Thaddeus, about twelve hundred miles distant. Cape Thaddeus on the 20th of June. From the time of my capture till the Shenandoah sighted Cape Thaddeus, (twenty-six days in all,) she fell in with no ships, and not being in the track of whalers or other vessels, she did not even keep a man at the mast-head to look out for them. The Shenandoah was a full-rigged ship of superior build, and with good winds she was a fast sailer, but with light breezes she was only ordinary. She also had steam power auxiliary, with a propeller that could be used at pleasure, and which, when not in use, could be hoisted up, so as not to interfere with her sailing. During the days before named, she sailed more than two thousand miles, and only used her steam-power twice, once in going through the straits, and again in clearing Behring Island. At the time I was captured by the Shenandoah, she had on board about five hundred tons of coal, and some of her officers told me that she left Melbourne with about six hundred tons, having coaled there from a ship which had been sent from Liverpool to meet her. They also told me that she had burned about one hundred tons in steaming two days while

capturing four whalers, which the schooner Phiel had reported to be at Ascension Island. The Shenandoah, at the time I was taken on board, had a full complement of officers, but was very much in want of seamen, having only forty-five or fifty, not half the number she needed. officers told me that her full complement of officers and crew was one hundred and eighty-five, but at that time she only had one hundred and five, all told. At two different times during the first ten days that I was on board, all hands, and my own crew beside, were obliged to be up all night working the ship in the ice. The officers and crew complained of being short handed, and my own men were urged to join her, but none of them did so for some days, though finally, being much urged, seventeen out of thirty-six of my crew shipped, upon the promise of the large pay of six pounds per month, (which was double their usual pay,) and of prize money in addition, they to be discharged and paid off at Liverpool. While on board the Shenandoah, I had frequent conversations with her officers and crew, particularly with Mr. Hunt, master's mate. He told me that the insurgents had intended to have destroyed the whaling fleet of the United States by the Rappahannock, which vessel had been bought in England and fitted out for them for that purpose, but that this vessel had been detained by the French at Calais, so that they were obliged to find another vessel; that then the Sea-King was purchased at London, and commissioned as the Shenandoah, and sent out with orders to destroy the whaling fleet in the Arctic. He said that she was most hospitably received and welcomed at Melbourne; that she there had her propeller repaired, and was there calked and painted. He also told me that forty-two men joined the Shenandoah at Melbourne; that some of them came on board when she first arrived; that the United States consul protested against their joining, and the governor finally attempted to stop them, and to search the ship, but that Captain Waddell refused to allow the ship to be searched, though a number of recruits were then on board; that the governor then was about to seize the ship, but that Captain Waddell, by his firmness and threats to leave the ship upon the governor's hands, and to return and report the matter to his government, obtained her release.

Before the Shenandoah arrived at Cape Thaddeus, I was told by the officers, particularly by Mr. Hunt and by Mr. Manning, that Captain Waddell would not attempt to make any captures or to get among the whalers until he got a calm day, when he could use his steam to catch them before they could get away, for if there was a wind too many

would escape.

Cape Thaddeus is a much-frequented cruising-ground for whalers, there being often forty or fifty sails in sight at one time. The ships cruise along on the southern edge of the ice off the cape, generally, in the

month of June, being from fifteen to twenty miles from the ice.

When Cape Thaddeus was sighted from the Shenandoah on the 20th of June, it was quite foggy, with strong winds; sail was taken in, and the ship hove to, heading off shore, waiting for calm. On the morning of the 21st, it was quite calm, with fog. The ship was headed to the northeast for the cape, and all sail was made. About 9 o'clock the fog lifted, and two sails were discovered to the westward. At once all hands were called, all sails taken in and furled, the smoke-stack was raised, the propeller was lowered, steam was gotten up, the Shenandoah remaining quiet meanwhile. In about an hour she commenced steaming, heading directly for the nearest ship, which was about eight miles off, and which proved to be the William Thompson, of New Bedford. A prize crew was put on board of her, and the Shenandoah at once steamed.

for the other ship, which, having taken alarm, was endeavoring to escape, and which was at this time six or eight miles distant, and about fifteen miles from the land. In about an hour, the Shenandoah overhauled this vessel, and found her to be the ship Euphrates, also of New Bedford. She was set on fire at once, her officers and crew being transferred to the Shenandoah, which then steamed back to the William Thompson, and commenced taking provisions and water from her. About 3 o'clock in the afternoon, another ship was sighted, and the Shenandoah steamed in pursuit, but, upon discovering that it was an English bark, she returned to the William Thompson, which, on the next morning, (June 22,) was set on fire and burned, her officers and crew being transferred to the Shenandoah. On the same day the Shenandoah, having steamed about forty-five miles to the northeast in a thick fog, laid to, with her fires banked. When the fog lifted about noon, eight vessels were in sight, and it was nearly The Shenandoah immediately steamed for the nearest vessel, which proved to be the ship Milo, of New Bedford. Her captain was ordered on board the Shenandoah, and the Milo ordered to follow, while the Shenandoah steamed for two other vessels, lying near the ice. These now attempted to escape, one by going into the ice, and the other by making all sail and steering to the north. The Shenandoah steamed up to the edge of the ice, fired three guns and brought the first ship to, which was the Sophia Thornton, of New Bedford, and which was then about a mile in the ice. Lieutenant Lee and a prize crew were put on board, and the Shenandoah steamed for the other vessel, which was now eight miles off, the wind breezing. After a chase of twelve miles, this vessel, the Jirch Swift, of New Bedford, was captured and burned. The Shenandoah then steamed to the north after other vessels, but finally gave up the chase, and returned to the Milo and Sophia Thornton. The crews of the five captured vessels were then put on board the Milo, and the Sophia Thornton was burnt. The Milo was bonded and directed to proceed to San Francisco, with the several captured crews, not far from two hundred men. Early the next morning the Shenandoah steamed off, and burned the brig Susan Abigail, of San Francisco. Before she had returned, I left the Milo in an open boat, with a crew of volunteers, for the purpose of warning other ships of the fleet. Rowing directly to the north, I escaped, not being seen from the Shenandoah, although passing within four miles of her. After about one hundred and eight miles' sail, I reached Cape Behring, and, by boarding five ships, scattered the news among the fleet, which then went to various places for safety. I finally joined the ship Mercury, of New Bedford, and after spending that whaling season in the Arctic, arrived home in December, 1865.

When H. Manning, who, having been second mate of my vessel, the Abigail, had after his capture enlisted in the service of the Shenandoah and had been promoted to be a master's mate on board the Shenandoah. was about boarding the William Thompson, on the 21st day of June, A. D. 1865, I requested him to get me some papers, and on his return to the Shenandoah he handed me three papers, which, as near as I can recollect, were as follows: One copy of the San Francisco Alta of the 8th of April, A. D. 1865, and two copies of the San Francisco Bulletin of April 15 and April 16, A. D. 1865, respectively. I immediately read them, and the news which they contained was immediately made known to the officers of the Shenandoah. These papers contained accounts of the surrender of General Lee and his army, the capture of Richmond, the official correspondence between Generals Grant and Lee relating to and perfecting the surrender, and an account of the armistice between Generals Grant and Johnston. Before I left the Shenandoah I saw San Francisco papers of as late date as the 23d of said April, containing an account of the assassination of Mr. Lincoln. I talked with Mr. Hunt, master's mate, about the news, and told him that the war was over, and that they ought to stop making captures, to which he replied, "We are a long ways off from the United States now, and our captures are all legal for ninety days after peace is declared." I answered, "Not when

you know peace is declared."

It is my firm and honest opinion that Captain Waddell never would have ventured into the Ochotsk Sea or the Arctic Ocean, nor could the Shenandoah have been safely handled there, if she had not obtained the torty-two additional men which Mr. Hunt told me she did obtain at Melbourne. It is also my firm and honest opinion that if the Shenandoah had not used her steam-power on the 21st of June, as before mentioned, she would not have captured either the William Thompson or the Euphrates, and that unless she had used her steam-power on the next day she would not have captured either the Sophia Thornton, the Jireh Swift, or the Susan Abigail, and even the Milo might have escaped.

EBENEZER F. NYE.

UNITED STATES OF AMERICA,

Commonwealth of Massachusetts, County of Bristol, 88:

On this 22d day of September, A. D. 1871, at New Bedford, in said county, personally appeared the above-named Ebenezer F. Nye, well known to me to be the person described in the foregoing affidavit, and who signed the same in my presence, and made solemn oath that the statements therein contained, so far as they are stated on his personal knowledge, are true, and, so far as they are stated on his information and belief, that they are true to the best of his knowledge and belief.

Before me, as witness my hand and notarial seal.

[SEAL.] CHARLES W. CLIFFORD,

Notary Public.

Affidavit of Thomas B. Hathaway.

CITY OF NEW BEDFORD,

County of Bristol, State of Massachusetts, ss:

I, Thomas B. Hathaway, of New Bedford, county of Bristol, commonwealth of Massachusetts, in the United States of America, being duly

sworn, declare and say:

I have been engaged in the whaling service for twenty-seven years, twenty-two of which I have spent in the Ochotsk Sea and Arctic Ocean. I was master of the American whaling-ship Euphrates on her last voyage, whereon she sailed from said port of New Bedford on the 4th day of August, A. D. 1862, on a four years' whaling voyage to the North Pacific Ocean. After cruising for about two years and a half, on the 21st day of April, A. D. 1865, I sailed in and with said ship from the port of Honolulu, bound on a whaling cruise in the Arctic Ocean. I entered the ice on or about the 25th day of May, in said last-named year, in about latitude 69° north, longitude 170° east. I cruised round the ice, east and west, from that date till on or about the 12th day of June, in said year. On or about said last-named date I spoke the whalingship Sophia Thornton, of the port of New Bedford, and received from her some late San Francisco papers, to wit, several copies of the San

Francisco Bulletin and San Francisco Alta, of as late a date as the 16th day of April, A. D. 1865. These papers contained full accounts of the surrender of General Lee to General Grant, of the capture of Richmond, and of the armistice between Generals Sherman and Johnston, and also a telegraphic notice of the assassination of Mr. Lincoln. On the 15th and 16th days of June I took two large whales, which I boiled and stowed down. On the 19th of June I spoke the William Thompson, and gave him some of the papers which I had received from the Sophia Thornton, containing the news above named. On the 20th the William Thompson and I were both steering north under easy sail, it being foggy. The next morning it came out clear, and at 7 o'clock a m. the man that came down from the mast-head reported a sail one point on weather-bow, distant fifteen miles, the William Thompson bearing three points on my lee-bow, distant about seven miles. Weather very fine, with light wind: ship making two to three knots. My mate, Mr. Davis, went aloft on look-out for whales, and soon reported that we were fast nearing the stranger; that he had no sail set, and he, Mr. Davis, thought he was I went aloft, and, coming to the same conclusion, thought he must be among whales, and I told Mr. Davis to keep a sharp look-out for whales, and that I would go down and trim the yards to make all possible speed toward the stranger. Mr. Davis hailed me almost immediately, saying that it was a large steamship steering across our bows. I asked him if he thought it was the Shenandoah. He replied "that he guessed not." We had seen in the papers that the Shenandoah had left Melbourne for the California coast. I immediately went aloft with my glass, and saw that she was steering straight for the Thompson, being then distant from me about ten miles and about two from the Thompson. I saw the stranger haul down one set of colors and hoist another, and, although too far off to distinguish what they were, I was satisfied that it was best for me to try to escape, and I immediately wore ship, and, having called all hands, made all sail and steered south. I then went up in the mizzen cross-trees and watched the steamer. I saw him go to the Thompson, stop a few minutes, and then steer straight after me. There was no chance of escape, as the wind was very light, for while I was making three knots under all sail, he was making eight or nine knots, using only his steam. Having hauled up within speaking distance, I was hailed from the steamer, and was immediately boarded by a man calling himself Lieutenant Lee, who, after asking me who I was, informed me that I was a prisoner and my ship a prize to the confederate steamship of war Shenandoah; that I and my officers would be allowed to take a change of clothes with us and our bedding. I took my ship's papers and some of the papers that I had got from the Sophia Thornton, and as I was going over the rail, one of the men from the Shenandoah told Lieutenant Lee that everything was ready to set fire. Thereupon I said to Lee, "You had better not set fire until you hear more from your captain." I was then taken on board of the Shenandoah, and on going over the side I was met by Lieutenant Whittle, who asked me if I was the master of the Euphrates. I replied that I was. Thereupon he took the papers from me, and asked me to come into the captain's cabin, which I did. Captain Waddell sat in a chair by a small desk, reading the papers which he had just taken from the William Thompson. and being the same which I had given the William Thompson on the 19th of June, two days before. He asked me to sit down, and then inquired what the news was. I replied that the war was over; that General Lee had surrendered; that Richmond was taken, and Mr. Lincoln was killed. He replied, "So I see by the papers," I then said to

him that I hoped he would not burn my ship, as the war was over. replied that that made no difference; he should burn her. ward taken and put down between decks in an empty coal-pen. passing over the deck I saw the Euphrates one sheet of flame. At night I was transferred to and confined in the same quarters occupied by Captain Nye, of the Abigail, who had been on board some time, and Captain Smith, of the William Thompson. During the afternoon a sail was raised, and the Shenandoah immediately steered for it. On nearing the vessel she proved to be an English bark, and the Shenandoah immediately steered back to the William Thompson. Early the next morning the William Thompson was set on fire and entirely consumed and destroyed. The eupon the Shenandoah steamed northeast for about four hours, in a dead calm, and then luffed to in a thick fog. The Shenandoah remained in that position till about noon of the 22d day of June, A. D. 1865, when the fog lifted and discovered eight ships in sight. The Shenandoah steamed directly to the nearest, which proved to be the Milo, of New Bedford, Captain Hawes. In obedience to a hail from the Shenandoah, Captain Hawes boarded the Shenandoah, and Captain Waddell bonded the Milo, and ordered Captain Hawes, with the Milo, to follow the Shenandoah, which steamed after the Sophia Thornton. The Sophia Thornton had sailed east into the ice, and the Shenandoah coming up to the edge of the ice, and being about three-quarters of a mile from the Sophia Thornton, brought her to with her guns. The crews of the Abigail, William Thompson, and Euphrates were then transferred to the Milo, and a prize-crew placed on board the Sophia Thornton. The Shenandoah then steamed after the Jirch Swift, which was eight or nine miles off, with the Milo and Sophia Thornton following. About 6 o'clock the Jirch Swift was captured, and, her crew having been transferred to the Milo, she was set on fire and burned. Thereupon the crew of the Sophia Thornton were transferred to the Milo and the Sophia Thornton The next morning the Shenandoah raised the brig Susan was burned. Abigail, of San Francisco, and, having overhauled her, destroyed her. While the Shenandoah was off after the Susan Abigail, the Milo, with the captured crews on board, to the number of about two hundred, set sail for San Francisco. We arrived at San Francisco on or about July 20, A. D. 1865. While the Shenandoah was in pursuit of the Susan Abigail, Captain Nye, of the Abigail, left the Milo in an open boat, with a boat's crew, to proceed north and notify the rest of the fleet. Shenandoah proceeded off to the northeast.

While I was on board of the Shenandoah, to wit, on the 21st and 22d days of June, A. D. 1865, I conversed with Mr. Hunt, master's mate of the Shenandoah, and Mr. Mason, passed midshipman of the Shenandoah, who both said that they considered that the war was over; that they were licked, and should have to give it up. The officers of the Shenandoah complained of being short-handed, and asked me to point out the best men of my crew; whereupon strenuous efforts were made to

induce them to enlist in the service of the Shenandoah.

The Shenandoah was a fast sailer in a strong wind, but with a light breeze she could not have out-sailed the average of the whalers; and it is my deliberate and honest judgment that, if it had not been for the steam-power of the Shenandoah, the Shenandoah could not have captured my vessel, the Euphrates, or the William Thompson. At the time of my putting about and attempt to escape, after I had become satisfied of the character of the steamer, the wind was very light, and I was far enough off from her to have kept out of her way until night or fog set in, after which there would have been no danger of capture.

The same is true of the William Thompson, which had also the advantage of being to windward of the Shenandoah, if there had been any wind. It would have been utterly impossible for the Shenandoah to have captured the Jireh Swift or the Sophia Thornton without her steam-power, for the Jireh Swift sailed off to the north, while the Sophia Thornton headed directly into the ice to the eastward, and in that wind the Shenandoah could not have out-sailed either vessel; while, if there had been more wind, both ships had the advantage of being far to windward of the Shenandoah. Moreover, after the capture of the Euphrates and the William Thompson, the Shenandoah steamed for forty miles north in a dead calm, so that without her steam-power she would not have caught these vessels, nor the Milo, or Susan Abigail, as she did. "THOMAS B. HATHAWAY.

UNITED STATES OF AMERICA,

Commonwealth of Massachusetts, County of Bristol, ss:

On this 7th day of September, A. D. 1871, at New Bedford, in said county, personally appeared the above-named Thomas B. Hathaway, well known to me to be the person described in the foregoing affidavit, and who signed the same in my presence, and made solemn oath that the statements therein contained are true, so far as they are stated upon his personal knowledge; and so far as they are stated upon information and belief, that they are true to the best of his knowledge and belief.

Before me, as witness my hand and notarial seal.

[SEAL.]

CHARLES W. CLIFFORD,

Notary Public.

Affidavit of Hudson Winslow.

I, Hudson Winslow, of New Bedford, county of Bristol, commonwealth of Massachusetts, in the United States of America, being duly sworn, do declare and say:

That I was master of the American whaling-bark Isabella on her last voyage, in the prosecution of which said bark was engaged in the month of June, A. D. 1865, in the North Pacific Ocean; that on the 25th day of said June I was cruising for whales on my passage through Behring Straits into the Arctic Ocean; that the General Pike and Gipsey were in company with me; that there was no wind, and, for a while, it was foggy and then clear again; that about 6 o'clock on the morning of the 26th of said June we discovered a strange steamer about ten miles off: that at that time the General Pike was lying about half a mile under my lee, and the Gipsey was about a quarter of a mile ahead of me, all of us lying becalmed; that about half-past seven o'clock the steamer steamed alongside the General Pike, and sent an armed crew aboard of her, and then sent armed crews aboard of the Isabella and Gipsey; that this steamer was the Shenandoah, Captain Waddell; that the Gipsey was on fire in ten minutes, and the Isabella in an hour; that all the ships' crews were put on board the General Pike, and we started in her for San Francisco, where we arrived in about twenty-seven days; that there was no wind on the 26th day of June after we were put on board the General Pike, and we anchored so that the tide would not set her into the Arctic Ocean; that it was clear the remainder of the day till 10 o'clock at night; that the Shenandoah certainly could not have caught either of the vessels that day if she had not used her steam, for there was no wind, and if there had been wind and she had chased, some, if not all of us, would have escaped, for we saw burning vessels, which would have warned us of the danger.

HUDSON WINSLOW.

BRISTOL, 88:

On this 18th day of September, A. D. 1871, personally appeared before me, Charles W. Clifford, a notary public within and for said county, the above-named Hudson Winslow, well known to me to be the person described in, and who executed the foregoing affidavit in my presence, and made solemn oath that the statements therein contained, so far as they are stated on his information and belief, he believes them to be true, and, so far as they are stated on his personal knowledge, he knows them to be true.

Witness my hand and official seal this 18th day of September, A. D.

1871, at New Bedford aforesaid.

CHARLES W. CLIFFORD, Notary Public.

Affidavit of Daniel D. Wood.

I, Daniel D. Wood, of New Bedford, county of Bristol, commonwealth of Massachusetts, in the United States of America, being duly sworn, do declare and say:

That I was master of the American whaling bark Congress on her last voyage, in the prosecution of which said bark was engaged in the month of June, A. D. 1865, in the North Pacific Ocean; that about 12 o'clock on the night of the 27th day of said June I was cruising for whales, and working through Behring Straits on my way to the Arctic Ocean; that several other vessels were then and there in company with me; that about 12 o'clock of said night the Brunswick, one of the said vessels in company with me, was stove by the ice; that at that time it was perfectly calm—not a breath of air; that thereupon the Congress. the Isaac Howland, the Hillman, the Martha, the Nassau, the Covington, the Favorite, the James Maury, and the Nile, anchored and lay in company near the Brunswick, to render her such help as we could; that we were compelled to anchor, in order that we might not be swept through the straits by the current, there being no wind; that we lay at anchor, as aforesaid, all day on the 28th; that about 2 o'clock in the afternoon of that day the fog lifted, and we saw a strange steamer coming right for us; that thinking that she was a friendly vessel, we sent a boat to her for help and news; that this steamer proved to be the rebel steamer Shenandoah, Captain Waddell, and by 3 o'clock Captain Waddell and his men had set fire to all the above-named vessels, mine included, except the James Maury and the Nile; that these two latter vessels were bonded, and the crews of the other ships were placed on board of them; that there was no wind on the 28th or 29th, and these two last-named ships lay at anchor becalmed, seeing the other ships burned; meanwhile the Shenandoah steamed up into the straits out of sight, coming back the next morning; that on the 30th the wind rose, and we started for San Francisco, where we arrived about the 1st of August; that there were about one hundred and seventy men on board each vessel—the Maury and the Nile; that I am confident that the Shenandoah could not have caught us if it had not been for her steam-power; for there was no wind, and if there had been wind, some if not all of us would have got away, for we could have sailed as fast as she could; that Manning, master's mate on the Shenandoah, whom I had known as the second mate of the Abigail, told me that they saw us all through the 27th of June from the mast-head, and that the Shenandoah waited, hidden by the fog, till it became calm, in order that at the night time, when we were becalmed, she might run up under steam, and destroy us as she did; that, after we were placed on board of the James Maury, some of the officers of the Shenandoah came on board and tried to ship men, and they did ship six men that I know of at that The Moon.

DANIEL D. WOOD.

BRISTOL, 88:

On this 18th day of September, A. D. 1871, personally appeared before me, Charles W. Clifford, a notary public within and for said county, the above-named Daniel D. Wood, well known to me to be the person described in and who executed the foregoing affidavit in my presence, and made solemn oath that the statements therein contained, so far as they are stated on his own knowledge, are true, and, so far as they are stated on his information and belief, he believes them to be true.

Witness my hand and official seal this 18th day of September, A. D. 1871, at New Bedford aforesaid.

[SEAL.]

CHARLES W. CLIFFORD,
Notary Public.

Affidavit of Ebenezer F. Nye.

I, Ebenezer F. Nye, of New Bedford, county of Bristol, commonwealth of Massachusetts, in the United States of America, on oath declare and say:

I am the same person who heretofore signed an affidavit which was sworn to before Charles W. Clifford, notary public, on the 22d day of September, A. D. 1871, and in relation to the matters and things therein stated I desire further to say: Of the seventeen men of my vessel, the Abigail, who joined the service of the Shenandoah, the nationalities were as follows: Two (2) Americans, citizens of the United States; twelve (12) Kanakas, subjects of the Hawaiian government; one (1) Prussian, subject of the King of Prussia; one (1) Portuguese, subject of the King of Portugal; one (1) Englishman, subject of Queen When we were first taken, and while cruising in the Ochotsk Sea for other whalers, although they were often asked by the officers of the Shenandoah to join her service, I know that these men refused; but when leaving the Ochotsk Sea to go to the Arctic Ocean, I heard rumors that some of the men were about joining her service. Thereupon I got permission to go into the men's quarters, and having taken several of them aside, I asked them if it was true that they proposed joining the Shenandoah. They said they had been asked to join, and thought some of doing so, but had not then made up their minds. urged them, as strongly as I knew how, not to join, saying to them, among other things, that we might fall in with an American man-of-war, and if we did their case would be a hard one, for without doubt they would string them up to the yard-arm at once. I had two or three interviews at different times with the men on this subject. They told me that their principal reason for joining was that they were kept to

work on the Shenandoah most of the time, and they might as well join and receive pay for it, as to work without pay as prisoners. The work required of the Abigail's men in sailing the Shenandoah, the promise of more grog and better fare, together with the high wages which were

promised them, influenced them to join.

After the last of these conversations I was called aft before the first lieutenant, Mr. Whittle. He said to me: "I understand that you have been talking about a Yankee man-of-war. Now, if I hear that you, or any of your officers, are talking about a Yankee man-of-war again, I will put you in irons, double irons." He thereupon touched his hat, turned upon his heel, and walked away. I said no more to the men, and the seventeen of whom I have spoken joined the Shenandoah.

EBENEZER F. NYE.

UNITED STATES OF AMERICA,

Commonwealth of Massachusetts, county of Bristol, city of New Bedford, ss:

On this 27th day of September, A. D. 1871, personally appeared before me, Charles W. Clifford, a notary public, duly commissioned and qualified, the above named Ebenezer F. Nye, well known to me to be the person described in and who signed the foregoing affidavit in my presence, and made solemn oath that the statements therein contained, so far as they are made upon his own personal knowledge, are true, and so far as they are made upon information and belief, they are true to the best of his knowledge and belief.

Witness my hand and seal notarial the day and year above written.

[SEAL.]

CHARLES W. CLIFFORD,

Notary Public.

Affidavit of William Green Nichols.

STATE OF MASSACHUSETTS,

County of Suffolk, ss:

I, William Green Nichols, being duly sworn, depose and say: I am a resident of Searsport, Maine, United States; I was formerly captain of the bark Delphine, of Bangor, Maine, which vessel was captured by the Shenandoah on the 29th day of December, 1864; I was captain of the Delphine on that day; I was then sailing in latitude south 39° 20′, longitude east 69°. When I first saw the Shenandoah, she was flying English colors, and supposing her to be an English merchantman, I rather set my sails so as to meet her. On approaching nearer, she proved to be a steamer with a telescope funnel, under sail. She fired a blank shot, upon which I immediately hove to, she hoisting the confederate flag after firing the gun. My family, the crew, and myself, were taken on board the Shenandoah, and my ship was burned. I was on board the Shenandoah until the 26th day of January, 1865, when I was paroled at Melbourne, the steamer having arrived there the day before. On board the Shenandoah it was made no secret that she had formerly been the Sea King. The guns fired in capturing me, and those used in attempts to capture other vessels while I was on board, were two twelve-pounders. Captain Waddell, of the Shenandoah, seemed very anxious to increase his crew. After my crew had got on board, they were allowed half an hour to decide whether they would join the Shenandoah, or go in irons, be triced up, and otherwise punished. They were requested to talk with other sailors, who had joined the Shenandoah from other prizes; some of my crew joined, being frightened into it. My steward was offered fifty dollars a month, and my stewardess half-pay order to be paid at Liverpool, and her passage home; she was an English woman. The Shenandoah was a full-rigged ship, and sailed very well without steam. She only used steam two days during the thirty days I was on board. She had a large supply of coal on board, I should think six hundred tons, and was so deeply laden that I thought she was a loaded merchant ship when I first saw her. She was not in need of repairs when she reached Melbourne—that is, the vessel was not; the machinery worked well, but Waddell said he was afraid to put full power on her. One day, when she was under steam without canvas, standing by the officer, I heard him say that she was going uine knots and a half. She was in good condition enough to return from Melbourne to England without repairs. As soon as the Shen-andoah was telegraphed off Melbourne, visitors began to come around; two men came on board. That night Captain Waddell sent a dispatch to the governor-general, requesting permission to come in and take coal; evidently, from his manner, regarding it as a joke. I only remained in Melbourne a week, but while I was there, the ship John Fraser, of Liverpool, hove in sight, and supplied the Shenandoah with additional coal. It was understood that vessel belonged to Fraser, Trenholm & Co., of Liverpool, and that she was sent to Melbourne for the purpose of coaling the Shenandoah. At Melbourne, Waddell and his crew were most welcome. Theaters were opened to them, and free papers given them on the cars.

W. G. NICHOLS.

Sworn before me at Her Britannic Majesty's consulate, Boston, Massachusetts, this second day of August, one thousand eight hundred and seventy-one.

[SEAL.]

C. A. HENDERSON, H. B. M. Consul.

Affidavit of George O. Baker.

UNITED STATES OF AMERICA,

Commonwealth of Massachusetts, County of Bristol,

City of New Bedford, ss:

I, George O. Baker, of South Dartmouth, in said county of Bristol, on oath declare and say:

I was master of the American ship Edward Carey, of the port of San Francisco, on her last voyage whaling, whereon I sailed in and with said ship from the port of San Francisco, in the State of California, on the twenty-second day of January, A. D. 1865. After cruising for some time I arrived in and with said ship in the harbor of Ascension Island, on the twenty-seventh day of March, A.D. 1865, for recruits of wood and water before proceeding north to the Arctic Ocean on a whaling voyage. I remained there four days, until the thirty-first day of March, A. D. 1865, when my ship was captured by the rebel steamer Shenandoah. During said four days there were also at anchor in said harbor the American whaling ship Hector, of New Bedford, Captain Chase; the American whaling bark Pearl, Captain Thompson, and Hawaiian whaling bark Harvest, of Honolulu, Captain Eldredge. On the morning of the thirty-first day of March, A. D. 1865, we sighted a vessel about fifteen miles

distant, heading for the harbor under top-sails; seeing smoke issuing from amidships we supposed that she was a whaler boiling. In company with the other captains above named I went ashore about eight o'clock in the morning and visited another part of the island; on our return, between one and two o'clock in the afternoon, we discovered a war steamer lying in the harbor, flying the confederate flag. Our boat was stopped by an armed boat from the steamer, which proved to be the Shenandoah, and we were ordered on board of the Shenandoah. Shenandoah was lying just inside the harbor and had her steam up. We were confined on the Shenandoah sixteen days, and we were then turned All the above named vessels, with their contents, were burned and entirely destroyed by the officers and men of the Shenandoah. Shenandoah during said sixteen days kept up her steam all the time. The harbor at Ascension Island is very dangerous for vessels of the size of the Shenandoah. In going in you are obliged to run very close to a very dangerous reef on the lee-side, then run clear of a rock in the center of the channel and luff up and drop anchor on the reef. It would have been very risky and dangerous for a vessel of the size of the Shenandoah to have attempted this had it not been for her steam-power, and in my opinion Captain Waddell would never have attempted it. It was entirely in consequence of his steam-power that he was enabled to capture and burn our ships. While I was on board the Shenandoah the crew were engaged in changing over their coal so as to have it handy. Captain Waddell made great exertions (through his officers and men) to induce our men to enlist. Of my crew but one, and he was from Alabama, enlisted. Their desire for men arose from the fact that they were very short-handed.

GEORGE O. BAKER.

BRISTOL, 88:

NEW BEDFORD, October 18, A. D. 1871.

Personally appeared the within-named George O. Baker, well known to me to be the person described in the foregoing affidavit, and who signed the same in my presence, and made solemn oath that the statements therein contained, so far as they are stated upon his personal knowledge, are true, and so far as they are stated upon his information and belief he believes them to be true.

Before me, as witness my hand and notarial seal, the day and year before written.

SEAL.

CHARLES W. CLIFFORD, Notary Public.

Letter of William W. Crapo, explaining certain peculiarities existing in the claims for loss of whaling vessels.

NEW BEDFORD, MASSACHUSETTS, October 10, 1871.

To the Honorable Hamilton Fish,

Secretary of State, Washington, D. C .:

I, William W. Crapo, of New Bedford, in the commonwealth of Mas-

sachusetts, respectfully represent:

That as the attorney for numerous claimants, I have prepared and forwarded to the State Department of the United States memorials and claims, setting forth the destruction, by confederate cruisers, of a large number of ships and their cargoes, owned by merchants of New Bedford

and its vicinity, and praying for suitable compensation for the loss of their property and the damages resulting therefrom. The claims thus prepared and forwarded represent nearly forty ships in number, with their whaling outfits and cargoes. The aggregate amount claimed by these persons for property destroyed is very large, and I beg leave to state the mode adopted in fixing values and estimating damages. Many of the ships, especially those burned by the Alabama, had but recently sailed from their home ports when destroyed. The values claimed for ship and outfits in such cases were based upon the actual cost and the present worth of the property, as can be abundantly and conclusively

proved when the occasion requires.

The larger number of whale-ships, for which claims have been presented by me, were destroyed by the Shenandoah in the Arctic Ocean. In computing the damage sustained by this destruction, prices were placed upon each vessel and its outfit, which represented their value as they were in that distant ocean, and at a sum less than the cost of replacing them. The more valuable ships, with their outfits, were estimated as worth \$60,000 each. This was the sum at which they were insured, in cases where insurance had been effected. This sum was less than the actual cost to the owners in replacing them, at the home port, by vessels and outfits of equal quality. An appraisal of the several vessels by ship-builders and ship-brokers, and the vouchers for purchased outfits, will confirm the justness of the valuations made by the claimants.

Oil and bone on board, and destroyed with the ships, have been made the subject of claim. The quantity has been stated upon the sworn evidence of the masters and officers of the respective vessels, and the value has been ascertained by the current market quotations at the time when said oil and bone would, if not destroyed, have found a

market and sale.

A claim has also been made for what has been termed "prospective catch." This claim represents probable earnings, and is analogous to freight earnings of merchant ships. The vessels destroyed had entered upon their cruises, and were engaged in the prosecution of their whaling voyages. Most of these ships had sailed many thousands of miles from their North Atlantic home-ports, around Cape Horn, and traversing the length of the Pacific Ocean had reached their whaling-grounds in the Arctic. Many months had been consumed in the passage. The ships engaged in this business leave home in the months of September and October, and reach their cruising-grounds the following May, and then entering the ice of that Northern Ocean, penetrating it as it breaks up in summer, commence their whaling in June, and continue the taking of their cargoes until the storms of September compel them to make their way out of Behring's Straits, whence they proceed to recruit for another season's work, or for the passage home. When the Shenandoah destroyed the twenty-six whale-ships in the North Pacific and Arctic, these vessels had entered upon the portion of their voyages which was to remunerate them for the long passage from home and the long passage back again, which passages would add little or nothing to their cargoes. Hence the portion of the voyage which brings to the owners and crew a return for their capital and labor is embraced in a few months of summer whaling. The great expense involved in sailing these vessels into distant seas had been incurred when the Shenandoah came upon them and burned them. If they had not been molested, they would have obtained their accustomed catch, and the owners and crew would have received the usual return for their outlay and labor. If,

then, the claim of a merchant vessel for the freight-money she would have earned upon the delivery of her cargo, if she had not been destroyed, is a just and legitimate one, and recognized as one for compensation, then the claim for "prospective catch" is equally just and legitimate.

Another consideration for the allowance of "prospective catch," which presents itself with much force, is the interest which the captured seamen have in it. The masters, officers, and crews of whale-ships are not paid by monthly wages, as in the merchant marine, but by "lays" or shares in the oil and bone taken. Their proportion of these catchings amounts to a percentage varying from 30 to 40 per cent. of the whole cargo. These men encounter the dangers and toil of this peculiarly hazardous business, and their remuneration for the support of themselves and families is dependent upon the catch of whales during the short season of summer. If no allowance is made for prospective catch, these men receive nothing for their many months of toil and This business, when undisturbed by violence, is sure of a exposure. As certain as the harvest to the farmer, is the catch of oil to the whaleman. The average catch of whales is well known and understood by the merchant and the seaman. Upon this knowledge of probable average catch, the sailor readily procures an advance before sailing, and his family obtain necessaries and a support during his absence. In case of his death or disability during the voyage, and before any cargo has been obtained, he or his family share in the whole catch of the voyage in the proportion of his term of service to the entire period of the voy-By the burning of the Arctic fleet Captain Waddell, of the Shenandoah, left these men utterly helpless thousands of miles away from their homes, and with no means of returning to them. He destroyed not only all their personal effects, but he destroyed also the earnings of a whole year of service, and burdened them with the debts contracted at home for the support of their families during their absence.

Whatever money is obtained from the English government for loss of prospective catch, is, under the provisions of the shipping articles, subject to division among the officers and crews, in the proportions of their respective "lays." Hence the amounts embraced in this item of the claims is not entirely profits of the owners, but represents damage to officers and crew, as well as loss of outlay and capital, and the expenses

incident to this business.

In preparing the claims which have been presented to you, the claimants have varied in the amounts for which they ask compensation under the item of prospective catch. This variation arises from the fact that whale-ships are fitted for voyages of from three to five years in duration, and while some of the ships destroyed had partially completed their voyages, others were upon their first season. The estimates of oil and bone have been based upon the average takings of these and other vessels engaged in such voyages as they were prosecuting. Carefully prepared, accurate, and reliable statements have yearly been collected by those interested in these fisheries, which exhibit the total quantities of oil and bone taken and the number of vessels employed, both in the sperm and right-whale fisheries. An examination of these yearly statements will demonstrate that the claims for prospective catch are not fictitious or excessive.

The prices affixed in these estimates of "prospective catch" have mostly been determined by ruling rates for oil and bone where the same is marketed, at times when the same would have found a market.

As an illustration of the prices for these articles, a reference to the

published market quotations will show that sperm-oil during the summer of 1864, when many of the sperm-whalers destroyed by the Alabama would have marketed their cargoes, was sold at prices ranging from \$2 to \$2 35 per gallon. In September, 1865, (the Arctic whalers were burned in June, 1865,) the price of whale-oil was \$1 70 to \$1 75 per gallon, and whalebone \$2 per pound, and sales were made at these

The above representations are submitted for the purpose of indicating the manner in which the claims for the destruction of whaling vessels have been prepared. Whenever required the several claimants will be prepared to prove with exactness the measure of their damage. In the present position of these claims they think the statements made by them in their memorials should be admitted as correct, and the estimates made by them in good faith should be taken as reasonable and just.

WM. W. CRAPO.

CIRCULARS ISSUED BY THE GOVERNMENT OF THE EMPEROR OF BRAZIL FOR THE OBSERVANCE OF HIS SUBJECTS.

DURING THE CRIMEAN WAR.

[Translation.]

FIRST BUREAU-N. CIRCULAR.

MINISTRY OF FOREIGN AFFAIRS, Rio de Janeiro, May 18, 1854.

EXCELLENCY: I have the honor to remit to your excellency a copy, herewith annexed, of the notice which was sent, under date of the 15th instant, by this department to the departments of justice, marine, and war, communicating to them the resolutions which the government of His Majesty the Emperor judged it its duty to adopt during the war that unhappily exists between Great Britain and France on the one part and Russia on the other.

These resolutions are as follows:

1st. That no privateer, with the flag of any of the belligerent powers, can be armed or provisioned or admitted with its prizes in the ports of the empire.

2d. That Brazilian subjects cannot take part in the armament of privateers, nor in any other acts whatsoever opposed to the duties of a

strict neutrality.

The resolutions mentioned are founded in part upon the international law that regulates the obligations of neutrals in time of war, and in part on the legislation of peace, and were advised because the government of His Majesty the Emperor felt it to be its duty to consult the interests of the commerce of Brazilian subjects, and to observe a strict neutrality in the present war.

Notwithstanding the execution of the measures to which I refer, the matter is not exempt from difficulties and complications, and this is

what is to be guarded against.

It appears to me to be prudent that before your excellency causes action to be taken respecting any vessel that may be in our ports, to ascertain that it comes within the resolution of the government, which decides that no privateer, with the flag of any of the belligerent powers, can be armed or provisioned or admitted with her prizes into the ports of the empire, you should obtain the verification of the fact that the vessel is a privateer, either by the examination of the papers on board, or by notorious acts which it has committed on its cruise.

These precautions should be enjoined upon the "auditors of marine" in places where they are, and upon the law judges, or their substitutes, where there are no "auditors of marine;" and if by their precautions it shall be proved that the vessel is a privateer, her armament or provisioning shall be prevented, and she shall be ordered to leave the harbor.

The entrance of privateers into our ports is expressly prohibited, but if

it takes place by any reason of superior force, it behooves your excellency to cause them to leave the harbor.

All the steps which your excellency causes to be taken to this end, should be reduced to writing and then transmitted to the government of

His Majesty the Emperor.

I likewise deem it very proper that in case of any measures that you may take, your excellency shall act, so far as possible, in accord with, and with the knowledge of, the consular agents of Great Britain and France, as well as of the nation to which the vessel against which there shall be suspicions of being a privateer declares that she belongs.

By proceeding thus the government of His Majesty the Emperor will show the loyalty and good faith with which it desires to reconcile the rigorous execution of the measures that it adopts with the means of avoiding difficulties and every kind of misunderstanding with the gov-

ernments with which it maintains relations of friendship.

The circumspection and prudence of your excellency gives assurance that the measures of the government of His Majesty the Emperor will be executed without the arising of embarrassments in the harbor of this

capital.

In order that the same may be the case in the other ports of the province where foreign shipping can enter, it is indispensable that your excellency exercise a very active vigilance over the respective authorities, and explain to them the instructions of His Majesty the Emperor.

I avail myself, &c.,

ANTONIO PAULINO LIMPO DE ABREU.

His Excellency the President of the Province of * * * * *.

DURING THE CIVIL WAR BETWEEN BUENOS AYRES AND THE ARGENTINE CONFEDERATION.

[Translation.]

FIRST BUREAU-N. CIRCULAR.

DEPARTMENT OF FOREIGN AFFAIRS, Rio de Janeiro, July 30, 1859.

EXCELLENCY: You are aware that the imperial government, in harmony with the invariable principles of its foreign policy, and properly consulting the interests of the empire, has resolved to remain neutral in the war which has unhappily broken out between the Argentine Confederation and the province of Buenos Ayres.

The neutrality of Brazil in this contest, which it heartily deplores, has no other limitations than those expressed by the well-known facts relating to the Oriental State of Uruguay, and those implicitly contained in article 2d of the treaty of March 7, 1856, promulgated between the empire and the Argentine Confederation.

His Majesty the Emperor has thought fit to recommend to your excellency the strict observance of those principles, according to which it is the duty of Brazilian subjects to abstain from all participation or assist-

ance in favor of either of the two belligerents.

The exportation of articles of war from the ports of the empire to those of Buenos Ayres is absolutely prohibited, whether under pretense of being done under the Brazilian flag or that of any other nation. Brazilian vessels must be prohibited from the same traffic in-contraband of war, even though destined for the ports of the Argentine Confederation.

It is not probable that any other cause of violation of neutrality will occur, beyond that which we have foreseen, in this province; but, in case there should, we shall be able in a short time to send you more explicit instructions. Meanwhile your excellency will be governed, in an extraordinary emergency, by the principles expressed in the present notice.

I have the honor, &c.,

JOSÉ MARIA DA SILVA PARANHOS.

The President of the Province of * * *.

DURING THE CIVIL WAR BETWEEN BUENOS AYRES AND THE ARGENTINE CONFEDERATION.

[Translation.]

FIRST BUREAU-N. CIRCULAR.

DEPARTMENT OF FOREIGN AFFAIRS, Rio de Janeiro, October 12, 1859.

EXCELLENCY: The imperial government has been informed, by a note which the Argentine legation at this court has addressed to it, that the government of Buenos Ayres has sent to have two steamers bought and armed in England, to be employed in the war in which it is engaged with the Argentine Confederation.

If the imperial government, in case those steamers leave the ports of Great Britain, and barely touch at those of the empire in transit to Buenos Ayres, cannot cause them to be detained, as was requested by that legation, it is in keeping with the principles of neutrality which the imperial government has imposed upon itself in this war to prevent them from receiving an armament and crew, and, still more, from carrying articles of war to the port of Buenos Ayres.

I refer, for the better guidance of your excellency, the circular sent

you by this department on the 30th of July last.

I renew, &c.,

JOAO LINS VIEIRA CANSANSÃO DE SINIMBÚ.

The President of the Province of * * * * *:

DURING THE CIVIL WAR IN THE UNITED STATES.

[Translation.]

Circular to the presidents of provinces.

MINISTRY OF FOREIGN AFFAIRS, Rio de Janeiro, August 1, 1861.

ILLUSTRIOUS AND MOST EXCELLENT SIR: The contest which has broken out between the Federal Government of the United North American States and some of said States, which have declared that they have constituted themselves into a separate confederacy, may bring to our country questions for the solution of which it is expedient that your excellency should be prepared, and on this account I have received orders from His Majesty the Emperor to declare to your excellency that the imperial government judges it to be its duty to hold itself to the

strictest neutrality during the war in which unhappily those States are involved, and in order that this neutrality may be preserved, it is proper

that the following regulations should be observed:

The Confederate States have no recognized existence; but having constituted de facto a distinct government, the imperial government cannot consider as acts of piracy its naval armaments, nor deny to them, with the necessary restrictions, the character of belligerents which they may assume.

Brazilian subjects must accordingly abstain from all participation and assistance in favor of one of the belligerents, and they cannot take part in any acts that may be considered as hostile to one of the two parties

and contrary to the duties of neutrality.

The exportation of articles pertaining to war from the ports of the empire to the new Confederate States is absolutely prohibited, whether it is claimed to be done under the Brazilian flag or under that of another nation.

The same commerce contraband of war must be forbidden to Brazilian vessels, even when they are bound to ports subject to the Government

of the North American Union.

No vessel with the flag of one of the belligerents, which is engaged in this war or is destined for it, can be supplied with stores, equipped, or armed in the ports of the empire; but this prohibition is not to include the furnishing of provisions and ships' stores indispensable for the continuation of the voyage.

No vessel of war or privateer shall be permitted to enter and remain with prizes in our ports or bays more than twenty-four hours, except in case of arrival under stress, and in no manner shall they be permitted

to dispose of said prizes or of articles proceeding therefrom.

In the fulfillment of these measures, and in the solution of questions which may arise, your excellency will be guided by the principles of international law, keeping under consideration the instructions issued by this ministry on the 18th of May, 1854, and bearing in mind the circular of the 30th of July, 1859, with respect to the United States in contest with the Confederate States, and you will communicate to the imperial government any difficulties or extraordinary occurrences which may require new instructions.

I reiterate to your excellency, &c., &c., &c., BENEVENUTO AUG. DE MAGALHÃES TAQUES.

His Excellency the President of the Province of * * * *.

A true copy.

LUIZ AUG. DE PADUA FLEURY.

DURING THE CIVIL WAR IN THE UNITED STATES.

[Translation.]

Circular to the presidents of the provinces—central division.

MINISTRY OF FOREIGN AFFAIRS, Rio de Janeiro, June 23, 1863.

MOST ILLUSTRIOUS AND MOST EXCELLENT SIR: It being proper to shed more light on the circular of this ministry of the 1st of August, 1851, which established the principles regulating the neutrality which

the imperial government has determined to assume in regard to the contest in the United States of North America, both in order to explain some of these principles and to indicate in general the cases in which the neutrality should be deemed violated, and the means of rendering it effective, His Majesty the Emperor orders the following to be declared to your excellency for your information and for due execution:

By the words "except in case of forced arrival," [a putting into port in distress,] mentioned in the circular referred to, it is also to be under-

stood:

That the vessel shall not be compelled to leave the port within the space of twenty-four hours if she has not been able to effect such repairs as may be indispensable to enable her to expose herself to the sea without risk of being lost.

If a like risk shall be incurred on account of bad weather.

If, finally, she is closely beset by the enemy.

Under these circumstances, it shall be at the option of the government at court, and of the presidents in the provinces, to determine, in view of the circumstances, the time within which the vessel must sail.

Privateers, (corsarios,) even though they conduct no prizes, shall not be admitted into the ports of the empire for more than twenty-four hours,

except in case of forced arrival.

The prizes of which the circular of the 1st of August treats are vessels captured by belligerents or by privateers; so that the penalty imposed on those which conduct *prizes* is not applicable to those which merely bring in articles proceeding from prizes; it being unlawful for them, however, in any case to dispose of said articles, as it is also of the prizes.

In conformity with the circular mentioned, belligerent vessels can only receive in the ports of the empire such provisions and naval stores as they absolutely need, and make the repairs which are necessary for

the continuation of the voyage.

This provision presupposes that the vessel is bound for some port, and that only on the passage and through necessity she seeks to enter

a port of the empire.

The presupposition of the circular, however, will not hold good if the same vessel shall seek to enter a port repeatedly, or if after having procured supplies in one port she shall enter into another immediately afterward under the same pretext, except in cases proved to be of overruling necessity, (de forca maior.)

Frequency, therefore, without sufficiently proved cause, must warrant the suspicion that the vessel is not really on a voyage, but is scouring the neighboring seas of the empire to capture vessels of the enemy.

The asylum and succor which are in such case given to one of the belligerents may be characterized as assistance or favor given against the

other, and therefore as a violation of declared neutrality.

It is proper, consequently, that a vessel which has already once entered one of our ports should not be received in the same port or in another, shortly after having entered the first, to receive provisions and naval stores and to make repairs, except in a case duly proved of overruling necessity, until after a reasonable term shall render it credible that the vessel has already retired from the shores of the empire, and has returned to them after having concluded the voyage on which she was bound.

For reasons identical with those which have been set forth, belligerent vessels will not be permitted, in ports of the empire, to receive

commodities coming directly for them in vessels of any nation, which would signify that the belligerents did not seek our ports on the passage, and through unforeseen necessity, but for the purpose of remaining in proximity to the shores of the empire, taking beforehand the requisite precautions to be furnished with the means of continuing in their enterprises. The toleration of such an abuse would be equivalent to permitting the ports of the empire to serve the belligerents as a base of operations.

The principles of the circular of the 1st of August, 1861, being thus explained, it is proper that in the ports, bays, and anchorages of the empire, there should be exacted of the belligerents the faithful observance

of the following conditions:

1st. Vessels of war admitted into an anchorage or port must remain in the most perfect tranquillity, and in the most complete peace with the vessels which may be there, even with vessels of war, or such as are equipped as vessels of war belonging to their enemy.

2d. They shall not be permitted to increase their crews by engaging

seamen of any nation whatever, including their own countrymen.

3d. They shall likewise not be permitted to increase the number and caliber of their heavy guns, nor in any manner to improve them, nor to

purchase or ship portable arms and munitions of war.

4th. They shall not be permitted to place themselves in ambush in the ports or anchorages, or at the island and capes of the territorial seas of the empire, in order to watch for vessels belonging to the enemy that may enter or leave, nor even to seek information in regard to those which are expected, or which are to leave, nor finally to set sail in order

to pursue an enemy's vessel described or signaled.

5th. They shall not be permitted to set sail immediately after a vessel belonging to a hostile or neutral nation. If the vessel which leaves, and also the one which remains, are either steam or sailing vessels, there shall intervene between the departure of one and the other the space of twenty-four hours. But if the one which leaves be a sailing vessel, and the one which remains a steamer, the latter shall not be permitted to leave until seventy-two hours afterward.

6th. During their stay in port the belligerents shall not be permitted to employ either strength or cunning in order to regain possession of prizes taken from their fellow-citizens, who may be in the same asylum,

or to liberate prisoners of their nation.

7th. They shall not be permitted to proceed in the neutral port either to the sale or to the ransom of prizes taken from their enemy, before the validity of the prize shall have been recognized by the competent tribunals.

It is understood that the infractions of every one of these seven conditions shall constitute so many cases of violation of the neutrality of the empire, subjecting the infractors to the penalties which shall be imposed upon them. And in order to render the neutrality effective, by cohibiting and repressing the abuses which might be committed, the following means are to be employed:

1st. Previous to the grant of asylum, the character of the vessels and her antecedents in other ports of the empire shall be examined, in order afterward to grant or refuse entrance and stay, to slacken favor, or to

redouble vigilance.

2d. An anchorage shall be designated, where the vessels may be under the immediate view of the police, and distant from suspicious places and circumstances.

3d. The movements of the belligerent shall be watched from the

time of the entry until her departure, and the harmless character of the articles which may be taken on board shall be ascertained.

4th. The police shall be ordered not to consent to the landing and

sale of articles proceeding from prizes.

5th. It shall not be lawful to make prizes in the territorial waters of the empire, and force shall be used to prevent this if necessary; and if the prizes or the articles proceeding from them which may have entered into the ports of the empire have been captured in said territorial waters, they must be taken possession of by the competent authorities, in order to be restored to their legitimate owners; the sale of such articles being considered always null.

6th. A belligerent who has once violated neutrality shall not be

admitted into the ports of the empire.

7th. Vessels which may attempt to violate neutrality shall be compelled to leave the maritime territory of the empire immediately, and

they shall be allowed to procure no supplies.

Sth. Finally, force shall be used, and, in the absence or insufficiency of this, a solemn and earnest protest shall be made against a belligerent who, on being notified and warned, does not desist from the violation of the neutrality of the empire; forts and vessels of war shall be ordered to fire on a belligerent who shall attack his enemy in our territory, and on an armed vessel which shall get ready to sail before the expiration of the time fixed after the sailing of the vessel belonging to the contrary belligerent.

And inasmuch as the steamer Alabama, of the Confederate States, has manifestly violated the neutrality of the empire, by having infringed the provisions of the circular of the 1st of August, 1861, by making the island of Rata a base for its operations since it has conducted prizes thither, and sailed thence to capture others, which it ordered to be burned after having kept them some days at the anchorage of that island, His Majesty the Emperor orders that said steamer shall no more be received in any port of the empire.

I renew to your excellency the assurances of my perfect esteem and

distinguished consideration.

MARQUIS DE ABRANTES.

His Excellency the President of the Province of * * *.

DURING THE CIVIL WAR IN THE UNITED STATES.

[Translation.]

FIRST BUREAU-N. CIRCULAR.

Circular to the presidents of the provinces—central division.

DEPARTMENT OF FOREIGN AFFAIRS, December 17, 1864.

EXCELLENCY: In a dispatch of the 24th ultimo the president of the province of Bahia informed me that the American galley Kate Prince had arrived there from Cardiff, which was visited on the high sea by the confederate steamer Shenandoah, the commander of which compelled the captain of the said galley to desist from continuing his voyage, to pay a pecuniary fine, and to receive on board fourteen prisoners, coming from two burnt vessels.

The commander of the Shenandoah, James W. Waddell, having committed the act of violating the seal of the consulate of the empire which closed the manifest of the galley Kate Prince, the imperial government has determined that the entrance into any of the ports of Brazil of the said steamer Shenandoah, or of any other vessel commanded by the above-named Waddell, shall be prohibited; which I bring to the notice of your excellency for your comprehension and execution, in so far as regards this province.

I avail myself, &c.,

JOÑO PEDRO DIAS VIEIRA.

His Excellency the President of the Province of * * *.

A true copy.

ALEXANDRE AFFONS DE CARVALHO, Provisional Director General.

DURING THE FRANCO GERMAN WAR.

[Translation.]

FIRST BUREAU-N. CIRCULAR.

DEPARTMENT OF FOREIGN AFFAIRS, Rio de Janeiro, August 27, 1870.

EXCELLENCY: The legation of His Majesty the Emperor of the French notified the imperial government, by a note of the 14th instant, of the war which has broken out between France on one side, and on the other Prussia and the allied powers that gave to the latter the support of their arms.

The same legation requested, and His Majesty's government has just declared to it, that Brazil shall observe the strictest neutrality during this war toward France, as well as toward the other belligerent and her allies.

The French government promises that its sea and land forces will scrupulously observe toward the neutral powers the rules of international law, and the principles established by the congress of Paris in its declaration of April 16, 1856.

Brazil, as your excellency knows, adhered to those principles, and therefore has a right that Brazilian vessels and their merchandise shall enjoy the guarantees secured by them.

The principles to which I allude are the following:

1st. Privateering is and remains abolished.

2d. The neutral flag covers the enemy's merchandise, with the exception of contraband of war.

3d. Neutral merchandise, with the exception of contraband of war, cannot be captured under the enemy's flag.

4th. Blockades to be binding must be effective; that is, maintained

by sufficient force really to prevent access to the enemy's shore.

Prussia took part in the last congress of Paris, and consequently is bound to the same rules of moderation and comity toward the neutral owners in the present war.

In accordance with what I have set forth, it behooves your excellency to advise the chief of police of this province, and the several authorities

of the treasury, causing this circular to be inserted in the gazette that publishes official acts, and informing, by any means which you may deem proper, Brazilian subjects residing there of this purpose of His Majesty's government, to the end that all may strictly abstain from acts contrary to the duties of a strict neutrality.

In the event of the imperial government's not sending special instructions, your excellency will guide yourself by the circulars of August 1, 1864, and June 23, 1863, in that which may be applicable to the case

in point.

I have the honor, &c.,

BARON DE COTEGIPE.

The President of the Province of * * * * *

DURING THE FRANCO-GERMAN WAR.

[Translation.]

FIRST BUREAU-N. CIRCULAR.

DEPARTMENT OF FOREIGN AFFAIRS, Rio de Janeiro, October 14, 1870.

EXCELLENCY: His Majesty the Emperor has thought fit to decide that, in the present war between France and Prussia, the circulars of this department of August 1, 1861, June 23, 1863, and August 27 last, shall be observed, with the following addition:

1st. The vessels of the belligerents shall take fuel in the ports of the

empire only for the continuation of the voyage.

Furnishing vessels with coal to cruise in waters neighboring to Brazil, to capture the enemy's ships, or practice any other kind of hostilities, is prohibited.

To a vessel that has once received fuel in our ports, a fresh supply will not be allowed, unless after the expiration of a reasonable time which may lead to the belief that the said vessel has returned after the

completion of its voyage to a foreign port.

2d. It is forbidden to announce by telegraph the departure, or the approaching arrival, of any vessel of the belligerents, merchantman or man-of-war, or to give to it any order, instructions, or information tending to prejudice the enemy.

Your excellency will send notices to this effect to the telegraph sta-

tions and to the reporters.

I avail myself, &c.,

VISCOUNT DE S. VICENTE.

The President of the Province of * * * * * *

DURING THE FRANCO-GERMAN WAR.

[Translation.]

DEPARTMENT OF FOREIGN AFFAIRS, Rio de Janeiro, October 29, 1870.

With the intention of securing the regular operation of the dispositions of the 5th regulation (or case) of the circular of the 23d June, 1863, it

will be necessary during the war between France and Prussia to observe

the following regulations:

1st. Merchant vessels of either of the belligerents who wish to leave a port, must give notice in writing twenty-four hours previous to the commandant of the naval station of the day and hour on which they will depart. In the notice it will be stated if (the vessel) is a steamer or under sail.

2d. The commandant of the naval station, if he should not have received notification of the departure of any vessel of war belonging to the other belligerent, will make it known to the respective commanding officers that they cannot leave the port until after the expiration of the time or times mentioned in the 5th case above referred to, [i. e., in the 5th of the circular of 23d June.] He (the commandant of the naval station) will also give the proper notification to the forts and the boarding-vessels.

3d. The said merchant vessels must not leave before they receive an answer (i. e., their notification of intention) in writing, declaring that the proper precautions have been taken, and that, in consequence, they can

go. The answer will be given as soon as possible.

4th. In those places where there is no naval station commander, the notice of merchant vessels will be delivered to the captain of the port, and in his absence to the commander of the fort where the visit is made; and in case there be no fort, to the (commander) of any Brazilian vessel of war there present; and, in last resort, to the highest police authority at the place. The officer to whom the notice in the above-required terms shall be delivered, is the proper party to give the intimation to the (belligerent) vessels of war of belligerents.

5th. The war vessels of belligerents which do not desire to have their departure interfered with by the successive departures of merchant vessels, or of their opponent's war vessels, will communicate, with twenty-four hours' notice in the foregoing terms, their claim to their time of departure. The order of leaving will be determined by the order in

time of the reception of the notice.

6th. In addition to the foregoing regulations, war vessels cannot leave the port before the entry in of merchant vessels of the other belligerent which shall be outside the bar, or which shall have been announced by the telegraph or signal stations, except when the respective captain shall pledge his word of honor to the commandant of the naval station, or, in his absence, to the competent officer, that he will not do them any damage, and except in addition to their reason, they (i. e., war vessels) should not be hindered from departing because of some other reason.

VISCOUNT DE SAN VICENTE.

CLAIMS ON BEHALF

OF THE

GOVERNMENT OF THE UNITED STATES.

UNITED STATES CLAIMS.

DESTRUCTION OF THE CALEB CUSHING.

Mr. Boutwell to Mr. Fish.

TREASURY DEPARTMENT, Washington, D. C., September 26, 1871.

SIE: I have the honor to acknowledge the receipt of your communication of the 24th August last, asking that the Department of State be furnished with a certified estimate of the value of the Caleb Cushing, a vessel of the revenue-cutter service destroyed in the summer of 1863 by a tender of the insurgent steamer Florida, for presentation to the tribunal which is to sit at Geneva, and in reply I forward herewith the certificate most easily obtainable, that of Mr. William Handy, in charge of matters pertaining to the revenue-cutter service at the time of the loss of the Cushing, who is well acquainted with the character of the vessel, her original cost of construction and equipment. Should this certificate not suffice for the purpose desired, other evidence will be furnished from parties at Portland or elsewhere.

I am informed that the State Department is in possession of sufficient evidence as to the destruction of the Cushing, but should more be desired, the report of the collector of the customs at Portland, made a short time after the capture, is of record in this Department, and copies

can be forwarded.

I am, very respectfully,

GEO. S. BOUTWELL, Secretary.

Hon. Hamiton Fish, Secretary of State.

I, William Handy, of the city of Washington, now acting chief of the Revenue Marine Division in the office of the Secretary of the Treasury of the United States, hereby certify that I was in charge of matters pertaining to the revenue-cutter service of the United States in the summer of 1863, at the time of the destruction of the revenue cutter Caleb Cushing by the officers and crew of the schooner Archer, a tender of the insurgent steamer Florida, and that from knowledge acquired in the supervision of revenue cutters, as above mentioned, and from the records of this Department, I estimate the value of the Cushing, at the time of her destruction, hull, rigging, outfit, and armament complete, at not less than \$25,000, and am satisfied that the vessel could not have been replaced at that time for less than that sum, which amount was a total loss to the Government of the United States.

WILLIAM HANDY,
Acting Chief of Revenue Marine Division, Treasury Department.
SEPTEMBER 26, 1871.

EXPENSES INCURRED BY THE UNITED STATES IN FITTING OUT VESSELS TO CRUISE FOR THE ALABAMA, FLORIDA, AND OTHER INSURGENT CRUISERS.

NAVY DEPARTMENT, Washington, October 10, 1871.

SIR: In compliance with your request to be furnished with a statement of the expense incurred by this Department, during the late rebellion, in fitting and sending out vessels of war to cruise for the Alabama, Florida, Tallahassee, Rappahannock, and other Anglo-rebel privateers, and to protect our commerce from their depredations, I have the honor to submit herewith the following detailed statements, viz:

1. Expenses incurred under the Bureau of Equipment and Recruiting.

Expenses incurred under the Bureau of Navigation.
 Expenses incurred under the Bureau of Ordnance.

4. Expenses incurred under the Bureau of Construction and Repair.

5. Expenses incurred under the Bureau of Medicine and Surgery.

6. Expenses incurred under the Bureau of Provisions and Clothing.7. Expenses incurred under the Bureau of Steam Engineering.

2. Expenses incurred under the Dureau of Steam Engineering.

8. Expenses incurred, as shown by the books of the Fourth Auditor's Office, not embraced in the items of the several Bureaus.

I also submit a tabular statement embracing, in summary form, the total expenditures incurred by each vessel of the United States Navy cruising for the privateers, a synopsis of the orders under which they were cruising, and the duration of the cruise of each.

The statement embraces also the cost of two merchant vessels, with their cargoes, which were captured by the Florida and her tender, the Coquette, while conveying coal, under charter with this Department, to our stations.

Very respectfully, &c.,

GEO. M. ROBESON, Secretary of the Navy.

Hon. Hamilton Fish, Secretary of State.

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123 39		234 !
6, 927 45	10,000 00	603 1
6, 504 41 3, 766 38 5, 804 69 1, 359 13	3, 333 00 19, 506 76 6, 645 00 18, 815 00	24 ! 162 : 973 : 157 !
7, 043 24	10, 240 00	1, 566

BUREAU OF EQUIPMENT AND RECRUITING.

No. 1.

Total expenses of outfits and stores (including coal,) under the Bureau of Equipment and Recruiting of vessels fitted out expressly for the purpose of cruising after rebel privateers.

Ticonderoga	\$ 48, 499	70
Octorara	6,762	54
Alabama	10, 289	62
Mercedita	9, 162	77
Gemsbok	17, 735	88
Sheppard Knapp	6, 916	38
Dacotah	8,901	
Sonoma	8, 496	
Rhode Island	34, 902	
Vanderbilt	65, 969	
Onward	18,062	57
Tuscarora	11,058	
Release	9, 450	32
De Soto	15, 736	
Connecticut	51, 925	85
Mohican	18, 969	89
Ino	15, 383	89
Niagara	65, 812	
Glaucus	4,418	
Nereus.	5,972	
Neptune	5, 490	
Galatea	3, 870	
National Guard	26, 313	50
Juniata	14, 258	
Tioga	4,614	82
Wachusett	66, 223	64
Kearsarge	16, 273	89
Chippewa.	10, 125	23
Sacramento	18, 954	
•		—
Total	600, 553	26
Less for the value of equipment stores and outfits returned from the above	•	•
Vessels	150, 138	26
-		
Total	450, 415	00
<u>. </u>		

WILLIAM REYNOLDS, Chief of Bureau.

BUREAU OF EQUIPMENT AND RECRUITING, October 4, 1871.

No. 2.

Expenses of vessels under the Bureau of Equipment and Recruiting, (not including coal,) temporarily employed in cruising after rebel privateers.

Massasoit, 7 days	\$350	00
Marbiehead, 9 days	270	00
Sabine, 104 days	6,000	00
George Mangham, 109 days	000	00
	600	00
Pantoosuc, 58 days	3,000	00
	i, 500	00
	3,000	00
	2,200	00
	5,744	00
	170	00
	2, 333	00
R. R. Cuyler, 16 days		
	,725	

122	UNITED STAT	ES CLAIM	8.	
Iroquois, 1 year and 13 day	γ8	••••••		\$ 56,000 00
San Jacinto, 189 days	•••••			13,000 00
Tristram Shandy, 6 days				350 00
Eolus, 7 days				350 00
Dumbarton, 7 days		• • • • • • • • • • • • • • • • • • • •	••••••	350 00
Santiago de Cuba, 1 year a	na 44 aays		• • • • • • • • • • • • • • • • • • • •	82,000 00 9,666 00
Oneida, 185 days			• • • • • • • • • • • • • • • • • • • •	18,000 00
Wyoming, 305 days Augusta, 1 year and 79 day	va		•••••••	21,000 00
Total				302,908 00
				
			WIL DUMO	T DO
			WM. REYNO	of Burcau.
BUREAU OF EQUIPMENT	AND RECRUITING		Chiej	oj Dureau.
Deniste of Equilibri	October 4, 18	271.		
	00.0007 4, 1			
	No.	3.		
The cost of coal furnished including transportation privateers, was	n and expenses, to	vessels cru	ising after rebel	\$6 90, 172 00
			WM. REY	NOLDS.
				of Burean.
BUREAU OF EQUIPMENT	AND RECRUITING	1	····•	,
	October 4, 1	871.		
	-			
	No.	1.		
o				
Statement of coal-resse	els charlered by pri vate		iu and destroye	ed by rebel
Bark Greenland, captured	by the Florida, Ju	lv 9. 1864 :		•
Paid appraised value.			\$93,500,00	1
Paid 900 tons of coal,	at \$7 35		6,615 00	•
2 414 500 5045 02 60114,	.			\$30, 115 00
Bark Whistling Wind, cap	tured June 6, 1863,	by the Coq	uette:	• ,
Paid appraised value.			\$20,000 00	
Paid 450 tons of coal .			2, 362 90	
•				22, 362 00
				52,477 00
Coquette fitted out by the	he Florida			
Confuction need out by th	no I Milua.			
			WM. REYNO	
			Chief o	of Bureau.

RECAPITULATION.

Bureau of Equipment and Recruiting, October 4, 1871.

Statement No. 3. Statement No. 4.	690, 172 00
Statement No. 1	\$450, 415 00 302, 908 00

Total 1,495,972 00

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BUREAU OF NAVIGATION.

Statement of the cost of the navigation outfit, and of the actual expenditure of same, for vessels of the United States Navy employed in the search after the Alabama, Florida, &c.

Names of vessels.	Rate.	Nature of service.	Period of service.	Cost of outfit.	Actual expenditure
			No. of days or cruiss.		
iconderoga	Second	Special	Cruise	\$8,799 00	\$4,000 0
nniata		Special	Cruise	7,412 00	3,422 0
ctorara	Third	Special	Cruise	6,082 00	2,848 0
ioga		Special	Cruise	6,082 00	2,848 0
labama		Special		6,082 00	2,848 0
Iercedita	Third	Special		6,082 00	2,848 0
emsbok		Special	Cruise	4,762 00	2,238
heppard Knapp*	Fourth	Special		4,762 00	4,762 (
Vachusett	Third	Special	Cruise	9,351 00	4,231 (
Vachusett	Third	Special		6, 293 00 6, 082 00	2,952 (2,848 (
onoma		Special Special		6,082 00	2,848
hode Island		Special		7, 412 00	3, 422
anderbilt		Special	Cruise	10,670 00	4,751
nward		Special		7,486 00	3,378
uscarora		Special	Cruise	7,296 00	3,321
earsarge		Special		7, 123 00	3, 252
hippewa		Special		5,910 00	2,694
elease		Special		6,083 00	2,763
e Soto	Second	Special	Cruise	7,412 00	3,422 (
onnecticut	Second	Special		7,412 00	3,422 (
lohican	Third	Special		7,597 00	3,474
no		Special	Cruise	7,597 00	3,474 (
iagara	First	Special	Cruise	10,86 0 00	4,843 (
acramento	Second	Special	Cruise	10,678 00	4,760
laucus		Special	Cruise	6,082 00	2,848 (
ereus		Special	Cruise	6,082 00	2,848 (
eptune		Special		6,082 00	2,848
alatea	Third	Special		6,082 00	2,848 (
ational Guard	Fourth	Special	Cruise	4,762 00	2,238
abine		Temporary	30	8,972 00	167
eorge Mangham		Temporary	110 63	4,762 00 4,762 00	337 (193 (
than Allen	Fourth	Temporary	58	4,762 00 6,082 00	226
ontoosnct. Lonis		Temporary Temporary	767	7, 123 00	2,367
uscarora	Third	Temporary	23	7,213 00	71
Vyoming		Temporary	303	7,571 00	1,435
ugusta		Temporary	80	6,082 00	312
latteras †	Third	zemperary		6, 082 00	6,082
rand Gulf		Temporary	67	6,082 00	261
06CO		Temporary	44	6,082 00	172 (
henandoah		Temporary	97	7,412 00	455 (
usquehanna		Temporary	89	7,857 00	444 (
antio	Fourth	Temporary	106	4,762 00	325 (
R. Cuyler		Temporary	44	6,082 00	172 (
lorida	Third	Temporary	35	6,082 00	137 (
roquois	Third	Temporary	379	9,480 00	2,212 (
an Jacinto		Temporary	190	7,412 00	891 (
onnecticut		Temporary	98	7,412 00	459 (
acotah	Third	Temporary	8	6,082 00	31 (
ristram Shandy		Temporary	6	4,762 00	18 0
Colus		Temporary	8	4,762 00	25 0
later		Temporary	8	4, 142 00	22 (
Oumbarton	Fourth 18. 1863.			4,762 00 anuary 11, 186	G001519

^{*} Wrecked May 18, 1863.

[†] Sunk by Alabama January 11, 1863.

Statement of the cost of the navigation outfit, &c.—Continued.

Names of vessels.	Rate.	Nature of service.	Period of service.	Cost of outfit.	Actual expenditure.
Santiago de Cuba	Second Third Fourth Fourth Third Fourth	Temporary Temporary Temporary Temporary Temporary	No. of days or cruise. 430 187 6 13 8	\$7,417 00 6,082 00 4,762 00 4,762 00 6,082 00 4,762 00	\$2,016 00 729 00 18 00 39 00 31 00 28 00
Total				395, 186 00	118, 989 00

Correct: B. F. GREEN, Chief Clerk of Bureau.

Approved:

C. R. P. RODGERS, Commodore United States Navy, for Chief of Bureau.

BUREAU OF ORDNANCE.

Expenditures of vessels temporarily cruising in search of rebel privateers.

Dumbarton	\$130	56
Santiago de Cuba	1,359	13
Oneida	498	
R. R. Cuyler	1, 312	
Moccasin	25	
Sabine	1, 632	
	96	
Geo. Mangham	396	
Ethan Allen		
St. Louis	123	
Pontoosuc	5, 658	
Grand Gulf	83	
Iosco	4, 550	40
Ella & Annie		
Massasoit		
Shenandoah	2, 299	02
Susquehanna	584	30
Yantic.	2,057	87
Iroquois	1,753	
Florida	322	
San Jacinto.	2,021	
	261	
Tristram Shandy	279	
Eolus		45
Aster		
Wyoming	718	
Augusta	395	
Marblehead	596	72
Total	27, 158	55

Vessels sunk.

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List of vessels fitted out for the express purpose of cruising in search of rebel privateers.

	Total outfit.	Am't expended.
Ticonderoga	\$31,663 17	\$ 12, 935 85
Juniata	16,786 74	7,043 24
Octorara	13,659 90	5, 804 69
Tioga	16, 494 43	6, 927 45
Alabama	19,641 49	8, 174 02
Mercedita	21, 352 44	8,851 73
Gemsbok	8,514 00	3,766 38
Sheppard Knapp	12,969 55	5,537 73
Wachusett	50,676 40	20, 467 75
Dacotah	15, 975 29	6,721 81
Sonoma	15, 428 93	6,504 41
Rhode Island	25, 693 01	10, 190 05
Vanderbilt	31,097 16	12,711 65
Onward	10,618 75	4,600 08
Tuscarora	21, 367 77	8,857 80
Kearsarge	23, 872 04	9,849 75
Chippewa	11, 411 14	4, 913 95
Release	3, 282 73	1,694 25
De Soto	10, 047 90	4, 373 96
Connecticut	70, 193 33	28, 197 82
Mohican	23, 470 78	9,690 81
Ino	9, 487 41	4, 151 95
Niagara	188, 022 09	74,870 23
Sacramento	39, 561 63	16, 064 46
Glaucus	21, 389 11	8,865 61
Nereus	20, 389 26	8,470 21
Neptune	23, 336 31	9, 637 55
Galatea	21, 556, 75	8, 932 66
National Guard	1,947 46	1, 165 34
(D-A-1	200 00C 02	010 080 10
Total	779,906 97	319, 973 19
The "consumable articles" are 134 of total		\$308, 924 18114
•		
Labor in putting stores on board		\$11,049 00

A. LUDLOW CASE, Chief of Bureau of Ordnance.

RECAPITULATION.

Vessels fitted out	\$790, 955 27, 158 6, 436	97 55 14
•	824, 550	66
Deducting "unconsumable"\$3	53, 567 87	184

WM. N. JEFFERS,
Acting Chief of Bursau of Ordnance.

SEPTEMBER 20, 1871.



BUREAU OF CONSTRUCTION AND REPAIR.

List of the cost of fitting out vessels under the cognizance of the Bureau of Construction and Repair employed in cruising after the Alabama and other rebel privateers.

Name of vessels.	From—	То—	Amount.
Aster	Aug. 12, 1864	Aug. 19, 1864	
Alabama		Aug. 4, 1863	\$16,863 09
Augusta	Oct. 31, 1862	Jan. 19, 1863	8, 468 13
Chippewa	Sept. 30, 1862	May 30, 1863	
Commontions	Dec. 29, 1862	June 11, 1863	17 072 20
Connecticut	Aug. 3, 1863 Feb. 17, 1865	Sept. 7, 1863 May 25, 1865	77,873 30
	Oct. 29, 1862	Nov. 17, 1862	}
Dacotah	Aug. 12, 1864	Aug. 19, 1864	372 00
De Soto	Jan. 29, 1862	June 16, 1864	13,731,56
Dumbarton	Aug. 13, 1864	Aug. 17, 1864	200 00
Ella and Annie		Dec. 22, 1863	2,629 00
Eolus		Aug. 18, 1864	
Ethan Allen	Aug. 27, 1863	Oct. 28, 1863	1,109 00
Florida		Oct. 8, 1864	g 000 07
Gemsbok	Jan. 30, 1864 Sept. 11, 1862	July 1, 1865 July 10, 1864	6, 999 95 19, 506 76
Glaucus		May 29, 1865	6,819 00
George Mangham	July 10, 1863	Nov. 18, 1863	6, 441 00
	Aug. 12, 1864	Aug. 17, 1864) '
Grand Gulf	Sept. 17, 1864	Nov. 16, 1864	} 899 00
Hatteras			110,000 00
Ino {	Nov. 1, 1862	Sept. 7, 1863	8,877 00
Iosco	Oct. 26, 1863	Oct. 28, 1864) ·
Iroquois	Aug. 17, 1864 Sept. 18, 1864	Oct. 9, 1864 Oct. 1, 1865	3, 340 36 12, 118 00
Juniata	Dec. 4, 1862	Dec. 2, 1863	10, 240 00
Kearsarge	Sept. 30, 1862	June 16, 1864	8,800 00
Massasoit		Sept. 4, 1864	173 00
Mohican	Oct. 17, 1862	April 14, 1864	4,668 00
Marblehead	Aug. 13, 1864	Aug. 17, 1864	}
C 1	Nov. 2, 1864	Nov. 5, 1864	0.250.00
Mercedita	April 18, 1863 - Aug. 13, 1864	July 29, 1863 Aug. 18, 1864	2,35p 00
National Guard	Dec. 23, 1862	July 27, 1864	
Neptune	Sept. 12, 1864	May 26, 1865	24,075 00
Nereus	Sept. 1, 1864	May 7, 1865	8,800 00
Niagara	May 30, 1864	Sept. 20, 1865	55, 848 00
Octorara	Sept. 28, 1862	Oct. 14, 1863	6,645 00
Oneida	Jan. 16, 1863	July 21, 1863	1,750 00
Onward	Mar. 3, 1863 Oct. 30, 1862	Oct. 7, 1864 Feb. 26, 1863	8,835 19
Pontoosuc	Oct. 30, 1862 Aug. 12, 1864	Oct. 8, 1864	1,005 00
Release	Jan. 24, 1863	May 4, 1863	1,566 00
Rhode Island	Jan. 28, 1863	Mar. 28, 1864	9,371 00
R. R. Cuyler	Jan. 16, 1863	Feb. 2, 1863	}
	Aug. 12, 1864	Aug. 27, 1864	5
Sacramento	Jan. 18, 1864	Aug. 12, 1865	11,584 00
Sabine	June 16, 1863 Oct. 28, 1862	July 15, 1863 Feb. 11, 1863	{
St. Louis	Oct. 28, 1862	Nov. 4, 1864	,
Santiago de Cuba	Oct. 24, 1862	Dec. 6, 1863	18,815 00
()	Oct. 22, 1862	Feb. 16, 1863	•
San Jacinto	Aug. 17, 1864	Oct. 27, 1864	2,455 00
Shenandoah	Sept. 12, 1864	Dec. 17, 1864	364 15
Sheppard KnappSonoma		May 18, 1863 May 13, 1863	549 47 3,333 00
	Sept. 18, 1862		

List of the cost of fitting out vessels, &c.—Continued.

Name of vessels.	From—	То—	Amount.
Susquehanna Ticonderoga	Sept. 18, 1862 Aug. 12, 1864 Dec. 5, 1861 Aug. 12, 1863 Nov. 6, 1862 Jan. 28, 1864 Sept. 18, 1862 Sept. 25, 1863	Nov. 8, 1864 June 9, 1864 Oct. 22, 1864 June 27, 1864 Aug. 17, 1863 Sept. 3, 1863 Jan. 16, 1864 Nov. 11, 1864 June 13, 1863 July 23, 1864 Nov. 25, 1864	\$10, 279 00 10, 000 00 18, 193 00 22, 245 00 7, 326 81 7, 013 00
Total			492, 530 77

I. HANSCOM, Chief of Bureau of Construction and Repair.

BUREAU OF MEDICINE AND SURGERY.

Statement showing the actual cost of the medical departments of United States vessels employed in cruising for rebel privateers.

The following-named vessels were fitted out especially for cruising for rebel privateers, and the amount set opposite each is the actual expense of the cruise:

Name of vessels.	Date of outfit.	Cost of cruise.
Ticonderoga	May 12, 1863	\$1,001 00
Juniata	Dec. 4, 1862	1,566 11
Octorara	Sept. —, 1862	973 40
Tioga	. Sept. —, 1862	603 97
Alabama		522 51
Mercedita		595 16
Gemsbok		162 36
Wachusett		1,030 78
Dacotah	Oct. —, 1862	774 95
Rhode Island		577 39
Vanderbilt		1,866 14
Onward		708 69
Tuscarora		1,075 50
Kearsarge	- /	1,781 39
Chippewa		342 15
Release		93 14
De Soto		1, 431 75
Connecticut		595 48
Mohican		359 11
Ino	1 ' '	918 97
Niagara		1, 847 33
Sacramento		948 04
Glaucus	Land Canada	580 77
Nereus		731 96
Neptune		738 19
Galatea		854 92
National Guard		934 63
	,	
Total	Digitizad k	23,615(79

The following named vessels were cruising for rebel privateers during the period set opposite each, and the right-hand column shows the expense of the medical departments during that time.

Name of vessel.	CRU	Cost.	
	From—	То—	
Wyoming Augusta Massasoit Sabine Sabine Ethan Allen Pontoosuc St. Louis Grand Gulf Grand Gulf Gosco Shenandoah Susquehanna Yantic R. R. Cuyler Iroquois Florida San Jacinto San Jacinto Tristram Shandy Dumbarton Sonoma Sonoma Santiago de Cuba	Oct. 31, 1862 Aug. 28, 1864 Oct. 28, 1864 Jan. 16, 1863 Aug. 27, 1863 Aug. 12, 1864 Oct. 1, 1862 Sept. 17, 1864 Aug. 12, 1864 Sept. 4, 1864 Oct. 22, 1862 Aug. 17, 1864 Aug. 12, 1864 Aug. 13, 1864 Aug. 13, 1864 Aug. 13, 1864 Aug. 13, 1864 Aug. 13, 1864	Jan. 19, 1863 Sept. 4, 1864 Feb. 11, 1863 July 15, 1863 Oct. 28, 1863 Oct. 8, 1864 Nov. 16, 1864 Nov. 16, 1864 Aug. 17, 1864 Oct. 9, 1864 Dec. 17, 1864 Nov. 8, 1864 Nov. 25, 1864 Aug. 27, 1864	65 19 34 57 22 01 11 57 13 50 130 03 28 25
Oneida	Jan. 16, 1863	July 21, 1863	97 26 1,327 48

Cost of medical outfit of vessels fitted out to cruise for rebel privateers Cost of other vessels during the period they were cruising for rebel priva-	\$ 23, 615	7 9
teers	1, 327	48
Total	24, 943	27

WM. M. WOOD, Surgeon General United States Navy, and Chief of Bureau.

NAVY DEPARTMENT, BUREAU OF MEDICINE AND SURGERY, Washington, D. C., September 27, 1871.

BUREAU OF PROVISIONS AND CLOTHING.

Statement of cost of provisions issued by Bureau of Provisions and Clothing to United States vessels employed in cruising after rebel privateers.

Tuscarora	\$16,308	38
Chippewa	3, 452	50
Vanderbilt	19, 547	
San Jacinto	5, 926	26
Mohican	21, 322	
Augusta	1,890	
Dacotah	757	
Onward	14,661	
Sabine	8,671	
Kearsarge Wachusett	18, 353	
Ino	16, 144 18, 544	
St. Louis	25, 922	
Tioga	11,275	
Sonoma	6,733	
Gemsbok	7, 314	
Octorara	7,843	
Santiago de Cuba	8,764	
Juniata	10,619	
National Guard	50, 592	36
Alabama	5, 184	42
Oneida	5, 729	
Rhode Island	13,603	
Release	512	
Connecticut	19, 844	
De Soto	5,973	
Mercedita	2,635	
Ticonderoga	19,838	
George Mangham Ethan Allen	1,381	
Wyoming	1,614	
R. R. Cuyler	7, 447 4, 728	
Sacramento	23, 941	
Galatea	20, 868	
Niagara		86
Susquehanna	7,472	
Yantic	3, 687	
Tristram Shandy	40	
Eolus	128	45
Dumbarton	131	
Grand Gulf	2, 384	
Nereus	11,769	
Florida	1, 174	70
Shenandoah	3, 692	
Iosco		82
Neptune Iroquois		
Glaucus	11, 182 9, 401	
Pontoosuc	1,611	
Massasoit	499	
Sheppard Knapp	7,344	
Marblehead .	160	
Hatteras	4,500	
Ella and Annie	227	
Aster	270	36
Moccasin	276	09
		_
Total	533, 002	23
		_

EDWARD T. DUNN, · Paymaster General United States Nary.

NAVY DEPARTMENT, Bureau of Provisions and Clothing, October 7, 1871.

BUREAU OF STEAM ENGINEERING.

Cost of fitting out, supplies furnished, running expenses and repairs made to United States naval vessels named below, between the dates specified, as shown by the records of the Bureau of Steam Engineering.

Vessels.	From-	То—	Amount.
Ticonderoga	May 12, 1863	Oct. 22, 1864	\$5,230 47
Juniata	Dec. 4, 1862	Dec. 2, 1863	4, 142 70
Santiago de Cuba	Oct. 24, 1862	Dec. 6, 1863	3,310 30
Octorara	Sept. 28, 1862	Oct. 14, 1863	
Tioga	Sept. 18, 1862	June 27, 1864	3,635 91
Alabama	Dec. —, 1862	Aug. 4, 1863	4, 993 30
Mercedita	April 18, 1863	July 29, 1863	2,288 55
Wachusett	Sept. 18, 1862	Nov. 11, 1863	13,072 66
Dacotah	Oct. 29, 1862	Aug. 19, 1864	7,675 86
Dacotah	Oct, 1864	April —, 1865	1,547 42
Sonoma	Sept. 18, 1862	May 13, 1863	15, 180 57
Rhode Island	Nov, 1862	Oct, 1864	14,575 54
Vanderbilt	Nov. 6, 1862	Jan. 16, 1864	218, 140 63
Tuscarora	Dec. 5, 1861	Sept. 3, 1863	2,599 18
Kearsarge	Jan, 1862	June 19, 1864	13,702 85
Chippewa	Sept. 30, 1862	May 30, 1863	22,662 75
De Soto	Jan. 29, 1862	June 16, 1864	13, 901 17
Connecticut	Dec. 1, 1862	May -, 1865	55, 675 87
Mohican	Oct. 17, 1862	April 14, 1864	18, 334 80
Niagara	Nov, 1862	May -, 1863	43,671 43
Niagara	May 30, 1864	Sept. 20, 1865	15,845 27
Sacramento	Jan. 18, 1864	Aug. 12, 1865	17, 230 59
Glaucus	Sept. 27, 1864	May 29, 1865	11,798 24
Ne	Sept. 1, 1864	May 7, 1865	9,467 79
	Sept. 12, 1864	May 26, 1865	5,787 02
Galatea	Jan. 30, 1864	July 30, 1865	5,891 27
Wyoming	Sept. 25, 1863	July 23, 1864	1, 202 60
ı ugusta	Oct. 31, 1862	Jan. 19, 1863	9,928 00
ssasoit	Aug. 28, 1864	Sept. 4, 1864	80 00
Marblehead	Aug. 13, 1864	Nov. 5, 1864	305 00
Hatteras*			
Pontoosuc	Aug. 12, 1864	Oct. 8, 1864	418 00
Grand Gulf	Aug. 12, 1864	Nov. 16, 1864	1,611 22
Iosca	Aug. 27, 1864	Oct. 9, 1864	678 47
Shenandoah	Sept. 12, 1864	Dec. 17, 1864	1,463 50
Susquehanna	Aug. 12, 1864	Nov. 8, 1864	2,565 32
Yantic	Aug. 12, 1864	Nov. 25, 1864	864 88
R. R. Cuyler	Aug. 12, 1864	Aug. 27, 1864	382 00
Iroquois	Sept. 18, 1864	Oct. 1, 1865	90, 544 47
Florida	Sept. 4,1864	Oct. 8, 1864	207 50
San Jacinto	Oct. 22, 1862	Oct. 27, 1864	2,653 02
Tristram Shandy	Aug. 12, 1864	Aug. 17, 1864	31 00
Eolus	Aug. 12, 1864	Aug. 18, 1864	40 00
Aster	Aug. 12, 1864	Aug. 19, 1864	46 00
Dumbarton	Aug. 13, 1864	Aug. 17, 1864	19 51
Oneida	Jan. 15, 1863	July 21, 1864	2,503 50
Moccasin	Aug. 13, 1864	Aug. 18, 1864	77 70
Total amount			648, 714 13

^{*} Value of machinery when lost included in construction report.

Respectfully submitted.

W. H. SHOCK, Ac'ing Chief of Bureau.

OCTOBER 5, 1871.

AUGUSTA.

Expenditures from October 31, 1862, to January 19, 1863.	Expenditures	from	October	31,	1862,	to January	19, 1863.
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Expenditures from October 31, 1862, to January 19, 1	863.
By pay-roll	\$ 13, 620, 98
By vouchers:	410, 020 00
Contingent, equipment and recruiting\$112 00	
Surgeons' necessaries	
Fuel	
	663 39
Total	14, 284 37
	
	
ALABAMA.	
Expenditures from December 18, 1862, to August 22, 18	363.
By pay-roll	\$ 37, 519 89
By vouchers:	2 070 40
Pay, Navy, discount on exchange, &c	$egin{array}{ccc} 3,270 & 49 \ 24 & 41 \end{array}$
Contingent, equipment and recruiting	638 75
Construction and repair	255 40
Equipment of vessels	15 00
Fuel	$egin{array}{ccc} 4,740&55\ 20&25 \end{array}$
Steam machinery	1,757 58
Surgeons' necessaries	63 10
Total	
ASTER.	
Expenditures from August 12, 1864, to August 19, 18	64.
By pay-roll	\$172 70
. CHIPPEWA.	
Expenditures from September 20, 1862, to May 30, 18	63.
By pay-roll	\$27, 248 70
By vouchers:	. 00.05
Clothing, NavyContingent, equipment, and recruiting	96 65 297 81
Contingent, medicine and surgery	47 33
Construction and repair	300.74
Steam machinery	-1,132 21

102	UNITED STATES CHAIMS.	
By Fue Na	lvigation	\$8,004 04 14 75
	Total	37, 142 23
	CONNECTICUT.	
	Expenditures from August 3, 1863, to September 7, 18	63.
By vou	-roll	,
Cor	ntingent, equipment and recruiting	
	Total	7,266 46
	CONNECTICUT.	
	Expenditures from February 17, 1865, to May 25, 186	65.
By pay	roll	\$22,748 41
By vou	chers: ntingent, equipment and recruiting	•
٠	Total	23, 289 56
	DACOTAH.	•
	Expenditures from August 12, 1864, to August 19, 18	64.
By vou	-rollchers:	\$935 08
Cor	ntingent, equipment and recruiting	7 00
	Total	942 08
	/	
	DE SOTO.	
Exper	nditures for whole cruise from October 14, 1863, to June	22, 1864.
By pay By you	-rollchers:	\$ 41, 352 88
Pa	y, Navy, (discount on exchange, &c.)	565 93
Ole Cor	othing, Navynstruction and repair	$\begin{array}{c} 11 & 72 \\ 3,970 & 30 \end{array}$
Co	ntingent, equipment and recruiting	1,072 00
	Total	46, 972 83
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DUMBARTON.

DUMDARION.	
Expenditures from August 13, 1864, to August	17, 1864.
By pay-roll	•
Contingent, equipment and recruiting	25 00
Total	494 39
EOLUS.	•
Expenditures from August 12, 1864, to August	19, 1864.
By pay-roll	\$485 04
By vouchers: Contingent, equipment and recruiting	3 00
Total	488 04
777.4.4379.437979	
ELLA AND ANNIE, (CHANGED TO) MAI	
Expenditures from December 10, 1863, to Decemb	•
Average	\$3,276 00
•	
ETHAN ALLEN.	
Enpenditures from August 27, 1863, to October	· 28, 1863.
By pay-roll	•
By vouchers:	
Contingent, equipment and recruiting	
Total	5, 434 81
and the second s	
FLORIDA.	
	0. 1064
Expenditures from September 4, 1864, to Octobe	•
By pay-roll	\$6,003 28
Contingent, equipment and recruiting	98 87
Surgeons' necessaries	10 40 141 27
Steam machinery	3 00
	6, 256 82
D	ligitized by GOOSE

GEORGE MANGHAM.

GEORGE MANGHAM.		
Expenditures from July 30, 1863, to November 18, 18	863.	
By pay-roll	. \$6,535	08
Contingent, equipment and recruiting	. 57 . 59	74 75
Total	6,652	57
GLAUCUS.		
Expenditures for cruise from August 24, 1864, to June 5	. 1865.	
By pay-roll.	•	50
By vouchers:	Ψ10, 000	00
Pay, Navy.		30
Contingent, equipment and recruiting	906	
Construction and repair	490	00
Steam machinery		33
Surgeons' necessaries		50
Clothing, Navy		47
Total	81, 235	31
GRAND GULF.	•	
Expenditures from August 12, 1864, to August 17, 1864, and tember 17, 1864, to November 16, 1864.	l from S	ep-
By pay-roll	\$ 16, 057	00
Ry vouchars.	*,	66
By vouchers: Pav. Navy	•	
Pay, Navy	92	59
Pay, Navy	•	59 03
Pay, Navy Clothing Contingent, construction and repair Contingent, equipment, and recruiting	92 20 22 441	59 03 20 75
Pay, Navy	92 20 22	59 03 20 75
Pay, Navy Clothing Contingent, construction and repair Contingent, equipment, and recruiting	92 20 22 441 806	59 03 20 75 25
Pay, Navy Clothing Contingent, construction and repair Contingent, equipment, and recruiting Fuel	92 20 22 441 806	59 03 20 75 25
Pay, Navy Clothing Contingent, construction and repair Contingent, equipment, and recruiting Fuel	92 20 22 441 806	59 03 20 75 25
Pay, Navy Clothing Contingent, construction and repair Contingent, equipment, and recruiting Fuel Total	92 20 22 441 806 17,440	59 03 20 75 25
Pay, Navy Clothing Contingent, construction and repair Contingent, equipment, and recruiting Fuel Total GALATEA. Expenditures for cruise from January 29, 1864, to July 18 By pay-roll	92 20 22 441 806 17,440	59 03 20 75 25 48
Pay, Navy Clothing Contingent, construction and repair Contingent, equipment, and recruiting Fuel Total GALATEA. Expenditures for cruise from January 29, 1864, to July 1	92 20 22 441 806 17,440 5, 1865.	59 03 20 75 25 48

135	5
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UNITED STATES CLAIMS.

UNITED STATES CLAIMS.	1	35
By Contingent, equipment and recruiting	\$1,388	75
Surgeons' necessaries	182	10.
Navigation	16	-
Construction and repair	725	
Fuel		$\frac{31}{25}$
Contingent, provisions and clothing	16	
Total	135, 978	39
GEMSBOK.		
Expenditures from September 11, 1862, to January 31,	1864.	
		94
By pay-roll	,	34
Pay, Navy	11	02
Clothing	21	43
Construction and repair	368	41
Contingent, equipment and recruiting		
Surgeons' necessaries	273	68
Total	27, 080	88
GEMSBOK.		
Expenditures for cruise from February 1, 1864, to May 1	5, 1864.	
By pay-roll	. \$2,066	06
By vouchers:	- /	
Pay, Navy	. 2	75
Surgeons' necessaries	. 64	00
Construction and repair		22
Contingent, equipment and recruiting	. 113	75
Equipment of vessels	. 5	00
Total	2 206	78
TOTAL	2, 200	=
GEMSBOK.		
Throughtones for annies from May 16 1964 to Tale 10	1864	
Expenditures for cruise from May 16, 1864, to July 19,		
By pay-roll	,	69
Pay, Navy	. 1	72
Contingent, equipment and recruiting	. 288	00
Construction and repair	. 191	
Clothing		61
· ·		
Total	. 2,708	48

IOSCO.

Expenditures from August 27, 1864, to October 9, 186	Expenditures	from	August 27.	1864,	to	October	9,	1864
--	---------------------	------	------------	-------	----	---------	----	------

By pay-roll	\$ 7,920	08
Contingent, equipment and recruiting		00 00
Total	8, 537	08

INO.

Expenditures from November 1, 1862, to October 28, 1864.

By pay-roll	\$ 80, 4 73	32
Contingent, equipment and recruiting Navigation	820 51	
Contingent, medicine and surgery	29	61
Construction and repair		
Total	81, 438	88

IROQUOIS.

Expenditures from September 18, 1864, to October 1, 1865.

By pay-roll.	\$74, 808	00
By vouchers:	1 044	٠,
Contingent, equipment and recruiting	1, 944	00
Construction and repair	4, 222	69
Navigation	64	44
Equipment of vessels		
Fuel	30, 896	
Steam machinery		
Contingent, steam-engineering	554	
Ordnance	295	26
Surgeons' necessaries	279	02
Total	119, 621	10

JUNIATA.

Expenditures fo	r cruise	from	December	3,	1862,	to	December	22,	1863.
-----------------	----------	------	----------	----	-------	----	----------	-----	-------

By vouchers:		
Pay, Navy	\$851	57
Clothing	108	24
Construction and repair	494	30
Contingent, equipment and recruiting	1,689	80
Fuel	737	00,
Total	79, 473	19
·		

KEARSARGE.

Expenditures from September 30, 1862, to June 19, 1864.

_ , , , , ,		
By pay-roll	\$109,669	90-
By vouchers:		
Contingent, equipment and recruiting	. 12,535	65 .
Construction and repair	. 6,721	86
Surgeons' necessaries	. 402	60
Fuel, Navy	. 24,768	59
Steam-machinery	. 903	81
Ordnance		89
Total	155 035	30
	. 100,000	

MERCEDITA.

Expenditures from April 18, 1863, to July 29, 1863.

By pay-roll	\$ 15, 293	08
Contingent, equipment and recruiting	95 8	67 00
Total	15, 396	75

MARBLEHEAD.

Expenditures from August 13, 1864, to August 17, 1864, and from November 2, 1864, to November 5, 1864, estimated.

By pay-rollBy vouchers	•••••		•••••	· · · · · ·	· · · · · · · · · · · · · · · · · · ·	\$894 1 203 2	
Total		• • • •	• • • • • • •	. .	• • • • • • • • • • • •	1,097 3	<u> </u>

MOCCASIN.

Expenditures from August 13, 1864, to August 18, 1864, est	timated.	
By pay-roll	\$198	25
MOHICAN.		
Expenditures from October 17, 1862, to April 28, 1864, emb	nasina sal	J.
cruise.	racing wh	we
By pay-roll	3118, 607	89
By vouchers: Pay, Navy	98	03
Clothing		38
Surgeons' necessaries		71
Contingent, equipment and recruiting	1,947	00
Fuel	29, 169	04
Construction and repair	680	
Contingent, steam-engineering	3,736	53
Steam machinery	1, 926 391	- 60
Navigation	303	
Equipment of vessels	340	
Total	157, 283	12
MASSASOIT.		
Expenditures from August 28, 1864, to September 4, 1	864.	
By pay-roll	\$1,46 5	37
NEREUS.		
Expenditures for cruise from September 1, 1864, to May, 1	3, 1865.	
By pay-roll.	\$ 72, 747	41
by vouchers:	~·~; ·-!	
Pay, Navy		82
Clothing		3 8
Contingent, equipment and recruiting	1,539	30
Surgeons' necessaries.	17	
Fuel	371	00
Total	74, 822	66

NIAGARA.

MIAUARA.		
Expenditures for cruise from May 21, 1864, to September	30, 1865.	
By pay-roll	\$ 229, 103	87
By youchers:		
Pay, Navy	134	
Fuel	40, 311	49
Contingent, equipment and recruiting	6, 695	41
Construction and repair	3, 827 362	88
Surgeons' necessaries		
Total	280, 435	98
•		===
NATIONAL GUARD.		
Expenditures for cruise from December 24, 1862, to Novem	ber 8, 1864	Ŀ.
By pay-roll	\$44,053	72
By vouchers:	•	•
Pay, Navy	. 35	
Clothing		
Contingent, equipment and recruiting	1,538	
Surgeons' necessaries		
Construction and repair	1,042	20
Total	46, 811	60

NEPTUNE.		
Expenditures from September 9, 1864, to May 31, 1865, emb cruise.	racing wh	ole
By pay-roll	\$74, 238	15
By vouchers:		
Pay, Navy	. 94	
Clothing	. 47 . 453	
Surgeons' necessaries	. 34	
Construction and repair	122	
Contingent, provisions and clothing		_
Total	75,009	68
ONEIDA.		
	269	
Expenditures from January 16, 1863, to July 21, 18		
By pay-roll	\$ 32, 164	02
By vouchers: Contingent, equipment and recruiting	Cano	L.
Contingent, equipment and recruiting	,by (192)	01

By Fuel		03 46
	====	==
		
ONWARD.		
Expenditures from October 30, 1862, to October 7, 186	34.	
By pay-roll	\$ 72, 959	39
By vouchers: Surgeons' necessaries	191 7, 048	
Total	80, 199	66
Expenditures from September 28, 1862, to October 14, 1 By pay-roll. By vouchers: Contingent, equipment and recruiting. Surgeons' necessaries. Construction and repair	\$51, 626 509 38 1, 762	35 45 60
' Total	53, 936	43
PONTOOSUC.		
Expenditures from August 12, 1864, to October 8, 186	34.	
By pay-roll. By vouchers: Navigation. Surgeons' necessaries. Contingent, equipment and recruiting Fuel	621 1, 198	00 80 00 27
~~~~~	22, 400	

## RHODE ISLAND.

miode iomina.		
Expenditures from January 28, 1863, to March 28, 18	364.	
By pay-roll	<b>\$</b> 73, 494	94
Construction and repair	3, 141	71
Contingent, Navy	2, 858	
Surgeons' necessaries	13	89
Total	79, 508	77
RELEASE.	•	
Expenditures for cruise from January 23, 1863, to May 4	, 1863.	
By pay-roll	<b>\$</b> 5, 526	12
By vouchers:		00
Pay		28
Clothing	18	
Total	5, 919	84
Expenditures from January 16, 1863, to February 2, 1  By pay-roll		34
by pay-ron	Φ2, 004	<del></del>
Accounte having been mislaid, the amount by vouche stated.	r cannot	be
R. R. CUYLER.		
Expenditures from August 12, 1864, to August 27, 18	<b>364.</b>	
By pay-roll	<b>\$</b> 2, 990	24
By vouchers: Contingent, equipment and recruiting	42	50
Total	3, 032	74
•		
ST. LOUIS.		
Expenditures from October 1, 1862, to November 4, 1	864.	
<b>.</b>		. T

UNITED STATES CHAIRS.	
By vouchers: Contingent, equipment and recruiting Equipment of vessels. Construction and repair Ordnance Surgeons' necessaries. Contingent, provisions and clothing Navigation Pay, Navy  Total	960 46 279 63 516 00 284 92 54 00
SABINE.	
Expenditures from October 28, 1862, to February 11, 1	1863
By pay-roll	\$39, 131 21
Contingent, equipment and recruiting	333 00
Clothing	25 00
Construction and repair	342 00
Surgeons' necessaries	2 00
Total	40, 459 27
SABINE.  Expenditures from June 16, 1863, to July 15, 1863	3.
By pay-roll	<b>\$</b> 9,139 <b>63</b>
By vouchers:	40, 100 00
'Surgeons' necessaries	6 95 137 90
Total	9, 284 48
SHEPPARD KNAPP.	
Expenditures from January 1, 1863, to May 18, 1863, from est from rolls of Onward.	imates made
By pay-roll	<b>\$14.214 00</b>
By vouchers:	<b>4</b> ,
Contingent, equipment and recruiting	1, 207 04 42 05
•	
<b>Total</b>	15, 463 09

## SONOMA.

Expenditures for cruise from September 18, 1862, to May	13, 1863.
By pay-roll	\$56,885 54
By vouchers:	•
Pay, Navy	1,740 53
Contingent, equipment and recruiting	1,375 27
Fuel	3, 091 70 465 07
Steam-machinery	1,923 62
<del>-</del>	
Total	65, 481 73
SACRAMENTO.	
Expenditures for cruise from January 7, 1864, to August	19, 1865.
By pay-roll	<b>\$</b> 156, 329 30
By vouchers:	, 200, 020 00
Pay, Navy	1,218 07
Clothing	128 51
Fuel	42,851 07
Contingent, equipment and recruiting	12, 769 30
Surgeons' necessaries	88 77
Construction and repair	<b>330 44</b>
	010 517 10
Total	213, 715 46
SUSQUEHANNA.	
Expenditures from August 12, 1864, to November 8, 1	l <b>864.</b>
By pay-roll	
Pay	28 48
Contingent, equipment and recruiting	342 00
Construction and repair	16 81
Total	28 210 03
10001	
,	
SHENANDOAH.	
Expenditures from September 12 to December 17, 18	64.
By pay-roll	<b>\$</b> 20, 346 12
Contingent, equipment and recruiting	1,028 79
Total	21, 374 91
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## SAN JACINTO.

SAN JACINTO.		
Expenditures for cruise from October 1, 1862, to February	28, 1863.	
By pay-roll	<b>\$</b> 39, 243	91
Pay	35	
Contingent, equipment and recruiting	997	
Surgeons' necessaries	6, 659	66 20
Construction and repair	143	46
Clothing		<b>58</b>
Total	47, 156	35
SAN JACINTO.		
Expenditures from August 17, 1864, to October 27, 18	664.	
By pay-roll		30
By vouchers:	<b>\$10, 301</b>	30
Contingent, equipment and recruiting		
Total	19,475	
SANTIAGO DE CUBA.  Expenditures from October 24, 1862, to January 12, 1	863.	
By pay-roll		35
By vouchers:	•	00
Contingent, equipment and recruiting	180	00
Total	12, 492	35
		==
SANTIAGO DE CUBA.		
Expenditures from January 13, 1863, to December 31, 1863 whole cruise.	, embraci	ing
By pay-roll	109, 159	<b>26</b>
By vouchers: .	F.4	95
PayClothing	54 16	
Fuel	73	47
Contingent, equipment and recruiting	614	
Construction and repair	4,059	22
Total	113, 977	35
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## UNITED STATES CLAIMS.

## TUSCARORA.

Expenditures f	rom	July	2,	1862,	to	April 13,	1863.
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. 220ponavaras of from 5 any 2, 1002, to 21pr to 10, 1000	'•	
By pay-roll	<b>\$50, 316</b>	74
Construction and repair	2,063	45
Fuel	18, 647	57
Steam-machinery	4, 686	24
Navigation	258	74
Navigation	1, 344	
Surgeons' necessaries	229	
Total	77 547	50
Lucai	11,041	
TIOGA.		
Expenditures for cruise from June 27, 1862, to July 15,	, <b>1864.</b>	
By pay-roll	<b>\$</b> 109_400	78
By vouchers:	<b>\$100, 100</b>	••
Pay, Navy	325	71
Provisions		
Contingent, equipment and recruiting		
Construction and repair	2, 127	
Clothing		12
Fuel		<b>59</b>
m . 1	114 051	
Total	114, 971	
•		
TICONDEROGA.		
Expenditures from May 12, 1863, to June 9, 1863	• -	
By pay-roll	<b>26,</b> 663	95.
- Company of the comp		_
TRISTRAM SHANDY.		
Timonditumes from Assessed 19 1864 to Assessed 17 16	RRA	
Expenditures from August 12, 1864, to August 17, 18		
By pay-roll	\$564	86

## VANDERBILT.

Expenditures for	cruise from November 1	, 1862, to January 23, 1864.
By pay-roll		
10 A C-VOL.	VII	Digitized by GOOGIC

By vouchers:	
Contingent, equipment and recruiting	<b>\$2,070 26</b>
Fuel	80, 642 82
Clothing	4, 436 69
Equipment of vessels	497 40
Navigation	300 46
Surgeons' necessaries	98 26
Construction and repair	1,805 20
Ordnance	13 50
Steam machinery	4, 784 62
Contingent, provisions and clothing	343 57
Total	246, 188 06
•	
WACHUSETT.	
Emanditures for auries from Sentember 18 1969 to Tune	19 1969
Expenditures for cruise from September 18, 1862, to June	•
By pay-roll	•
Pav. Navv.	220 68
Construction and repair	5,393 17
Surgeons' necessaries	
Contingent, equipment and recruiting	3,536 32
Fuel	15, 389 96
Total	88, 273 92
10001	. 60, 213 92
***************************************	
WACHUSETT.	
	1864.
Expenditures from January 28, 1864, to November 11	·
By pay-rollBy vouchers:	
By pay-roll	\$83,609 59 4,136 39
By pay-roll	\$83,609 59 4,136 39 142 30
By pay-roll	\$83,609 59 4,136 39 142 30 2,300 50
By pay-roll	\$83,609 59 4,136 39 142 30
By pay-roll By vouchers: Construction and repair Surgeons' necessaries Contingent, equipment and recruiting Fuel	\$83,609 59 4,136 39 142 30 2,300 50 14,525 15
By pay-roll	\$83,609 59 4,136 39 142 30 2,300 50 14,525 15
By pay-roll By vouchers: Construction and repair Surgeons' necessaries Contingent, equipment and recruiting Fuel	\$83,609 59 4,136 39 142 30 2,300 50 14,525 15
By pay-roll By vouchers: Construction and repair Surgeons' necessaries Contingent, equipment and recruiting Fuel  Total	\$83,609 59 4,136 39 142 30 2,300 50 14,525 15
By pay-roll By vouchers: Construction and repair Surgeons' necessaries Contingent, equipment and recruiting Fuel  Total  WYOMING.	\$83,609 59 4,136 39 142 30 2,300 50 14,525 15 104,713 93
By pay-roll By vouchers: Construction and repair Surgeons' necessaries Contingent, equipment and recruiting Fuel  Total  WYOMING.  Expenditures from January 12, 1863, to July 23, 15	\$83,609 59  4,136 39 142 30 2,300 50 14,525 15 104,713 93
By pay-roll By vouchers:  Construction and repair Surgeons' necessaries Contingent, equipment and recruiting. Fuel  Total  WYOMING.  Expenditures from January 12, 1863, to July 23, 18 By pay-roll By vouchers:	\$83,609 59 4,136 39 142 30 2,300 50 14,525 15 104,713 93 864. \$97,111 14
By pay-roll By vouchers:  Construction and repair Surgeons' necessaries Contingent, equipment and recruiting Fuel  Total  WYOMING.  Expenditures from January 12, 1863, to July 23, 18 By pay-roll By vouchers: Clothing	\$83,609 59 4,136 39 142 30 2,300 50 14,525 15 104,713 93 864. \$97,111 14
By pay-roll By vouchers: Construction and repair Surgeons' necessaries Contingent, equipment and recruiting. Fuel  Total  WYOMING.  Expenditures from January 12, 1863, to July 23, 18 By pay-roll By vouchers: Clothing Contingent, equipment and recruiting	\$83,609 59  4,136 39 142 30 2,300 50 14,525 15  104,713 93  864.  \$97,111 14 681 00 3 304 47
By pay-roll By vouchers: Construction and repair Surgeons' necessaries Contingent, equipment and recruiting Fuel  Total  WYOMING.  Expenditures from January 12, 1863, to July 23, 19 By pay-roll By vouchers: Clothing Contingent, equipment and recruiting Equipment of vessels	\$83,609 59  4,136 39 142 30 2,300 50 14,525 15  104,713 93  864.  \$97,111 14  681 00 3 304 47 830 00
By pay-roll By vouchers: Construction and repair Surgeons' necessaries Contingent, equipment and recruiting. Fuel  Total  WYOMING.  Expenditures from January 12, 1863, to July 23, 18 By pay-roll By vouchers: Clothing Contingent, equipment and recruiting Equipment of vessels Ordnance	\$83,609 59  4,136 39 142 30 2,300 50 14,525 15  104,713 93  864.  \$97,111 14  681 00 3 304 47 830 00 10 00
By pay-roll By vouchers: Construction and repair Surgeons' necessaries Contingent, equipment and recruiting. Fuel  Total  WYOMING.  Expenditures from January 12, 1863, to July 23, 18 By pay-roll By vouchers: Clothing Contingent, equipment and recruiting Equipment of vessels Ordnance	\$83,609 59  4,136 39 142 30 2,300 50 14,525 15  104,713 93  864.  \$97,111 14  681 00 3 304 47 830 00 10 00
By pay-roll By vouchers: Construction and repair Surgeons' necessaries Contingent, equipment and recruiting Fuel  Total  WYOMING.  Expenditures from January 12, 1863, to July 23, 19 By pay-roll By vouchers: Clothing Contingent, equipment and recruiting Equipment of vessels	\$83,609 59  4,136 39 142 30 2,300 50 14,525 15  104,713 93  864.  \$97,111 14  681 00 3 304 47 830 00 10 00 31,081 60 5,773 44

By Contingent, steam-engineering Surgeons' necessaries Navigation Contingent, previsions and clothing	\$2,264 26 265 34 40 30 756 50
Total	144, 368 66
YANTIC.	
Expenditures from August 12, 1864, to November 25,	1004.
By pay-roll	\$14,462 11 1,124 80
Fuel	1, 213 00 373 75

#### RECAPITULATION.

By pay-rolls By vouchers:	\$2, 894, 074 35
Pay, Navy	<b>\$</b> 9,075 22
Clothing	6, 214 43
Contingent, equipment and recruiting	85, 335 98
Construction and repair	63, 448 48
Equipment of vessels	5, 988 28
Fuel	363, 270 98
Navigation	1,371 70
Steam-machinery	23, 245 24
Surgeons' necessaries	3, 646 03
Contingent, medicine and surgery	76 94
Contingent, provisions and clothing	2,047 44
Contingent, construction and repair	22 20
Contingent, steam-engineering	6,554 84
Ordnance	1,312 11
Miscellaneous	203 20
,	<b>571</b> , 813 <b>07</b>
Total	3, 375, 887 42

FOURTH AUDITOR'S OFFICE, TREASURY DEPARTMENT, September 29, 1871.

The foregoing statement is respectfully submitted to Honorable George M. Robeson, Secretary of the Navy.

STEPHEN J. W. TABOR, Auditor.

## LIST OF CLAIMS

FILED WITH

## THE DEPARTMENT OF STATE,

GROWING OUT OF

THE ACTS COMMITTED BY THE SEVERAL VESSELS, WHICH HAVE GIVEN RISE TO THE CLAIMS GENERICALLY

KNOWN AS

THE ALABAMA CLAIMS.

#### NOTE.

In presenting the following list of claims, interest has not been calculated or stated. The United States will ask the tribunal to award them interest on all claims which may be allowed, to be calculated from the date of damage done to each claimant to the date of final payment.

When a paper is herein referred to as a protest, invoice, bill of lading, assignment, &c., the original paper so referred to is on file in the Department of State at Washington. When a paper is referred to as a sworn memorial or affidavit, the original is on file in the Department, with a notarial certificate or other proper proof that the person signing the same has made oath that the same is true; and where the words "certified copy" are used, they imply that a copy of the original is on file in the Department, duly certified before a notary public, or other public officer qualified to give such certificate under his hand and seal.

DEPARTMENT OF STATE,

Washington, October 4, 1871.

LIST OF THE CLAIMS FILED WITH THE DEPARTMENT OF STATE, GROWING OUT OF THE ACTS COMMITTED BY THE SEVERAL VESSELS, WHICH HAVE GIVEN RISE TO THE CLAIMS GENERALLY KNOWN AS THE ALABAMA CLAIMS.

INTEREST ON ALL AMOUNTS WILL BE CLAIMED UP TO DAY OF PAYMENT.]

## FOR DAMAGES BY THE ALABAMA.

#### ALERT.

Bark Alert of New London, Connecticut; 3981 tons register. Edwin Church, master; and owned by Richard H. Chapell, of New London, and others, Richard H. Chapell being the managing owner. Sailed from New London on 20th of August, 1862, on a whaling voyage to the Indian Ocean; when off the island of Flores was captured by the Alabama and burned.

Total claims filed, \$57, 858 91.

#### Claims.

Ctaims.		
OWNERS OF $\frac{7}{8}$ -INTEREST. RICHARD H. CHATELL, MANAGING O AGENT.	WNER A	ND
Loss on vessel and outfits	\$21,358 30,000	91 00
Less amount of insurance collected	51, 358 13, 300	91 00
	38, 058	
ATLANTIC MUTUAL INSURANCE COMPANY, NEW YORK.		
Insurers on vessel for Richard H. Chapell Insurers on vessel for Williams & Haven	<b>\$6,500 6,000</b>	00
Insurers on vessel for William Williams		
	13, 300	00
MOSES H. GRINNELL AND ROBERT B. MINTURN, NEW YORK.		
Loss on vessel and outfits	<b>\$6,500</b>	00
Tiet of nance		
${\it List~of~papers.}$		

RICHARD H. CHAPELL, AS OWNER AND MANAGING AGENT FOR OTHER OWNERS, 7 INTEREST.

a. Letter from Townsend Scudder, presenting—b. Statement of facts by Mr. Scudder; c. Affidavit of Richard H. Chapell; d. Affidavit of Edwin Church, master; e. Certified extract from logbook; f. Affidavit of Charles E. Church, second mate; g. Affidavit Digitized by of Albert G. Glass, third mate.

#### Alert-Altamaha-Amanda.

#### ATLANTIC MUTUAL INSURANCE COMPANY, NEW YORK.

a. Letter from J. D. Jones, president, presenting—b. Statement of facts by Townsend Scudder; c. Original of marine protest of Captain Church; d. Certified copy of register of vessel; e. Policy of insurance to William Williams, for interest of Harriet Williams; f. Assignment of three claims, as follows: Williams & Haven, William, Williams, and Richard H. Chapell.

MOSES H. GRINNELL AND ROBERT B. MINTURN, NEW YORK.

[Papers in this case embraced in those of Richard H. Chapell and other owners.]

#### ALTAMAHA.

Brig Altamaha of New Bedford;  $119\frac{37}{95}$  tons burden. Rufus Gray, master. Owners: Stephen C. Luce,  $\frac{1}{2}$ ; John Pitcher,  $\frac{1}{6}$ ; Samuel W. Luce,  $\frac{1}{6}$ ; Joseph S. Luce and James Luce, copartners,  $\frac{1}{16}$ ; Henry M. Allen,  $\frac{1}{16}$ ; Henry F. Hatch,  $\frac{1}{16}$ ; Russel Grey,  $\frac{1}{16}$ ; Benjamin B. Handy,  $\frac{1}{16}$ ; and Frederic Burden,  $\frac{1}{16}$ , all of Marion; and William Hathaway and Judah Hathaway, copartners, of Rochester,  $\frac{1}{16}$ . Sailed from Sippican, bound on a whaling voyage, on the 14th of May, 1862. On the 13th September, 1862, about ten miles northwest of the island of Flores, was captured and burned by the Alabama.

Total claims filed, \$48,000 60.

#### Claims.

OWNERS.		
Loss on brig, S. C. Luce, agent	<b>8</b> 15, 450	00
Loss on outfits and 3 whaling gear	8,000	
Loss on outfits and $\frac{3}{10}$ whaling gear	5, 670	
	29, 120	00
RUFUS GRAY, JUDAH HATHAWAY, AND JAMES BLANKENSHIP.		
Loss on provisions and outfits	\$4,000	00
Loss on $\frac{7}{10}$ of 300 barrels sperm oil, (prospective catch).	14, 270	00
Loss on $\frac{7}{10}$ of 300 barrels sperm oil, (prospective catch). Loss of personal effects of Rufus Gray, (master)	610	60
•	18, 880	60

#### List of papers.

OWNERS, (S. C. LUCE, AGENT.)

a. Sworn memorial.

#### GRAY AND OTHERS.

a. Sworn memorial;
 b. Certified copy of the last register;
 c. Certified copy of manifest;
 e. Master and mates' sworn protest;
 f. Certified resolution of ship-owners;
 g. Letter from W. W. Crapo transmitting—h. Sworn statement of facts, Rufus Gray.

#### AMANDA.

Bark Amanda of Bangor, Maine; 5983 ton register. Isaiah Larrabee, master; and owned by Thomas J. Stewart, \$; Timothy Crosby, \$;

#### Amanda.

John H. Crosby,  $\frac{1}{6}$ ; Benjamin S. Crosby,  $\frac{1}{6}$ ; George Crosby,  $\frac{1}{6}$ ; James H. Crosby,  $\frac{1}{16}$ ; Anna L. Crosby,  $\frac{1}{16}$ ; J. S. Wheelwright,  $\frac{1}{16}$ ; J. B. Foster,  $\frac{1}{16}$ ; all of Bangor, and Sarah H. Pendleton, of Searsport,  $\frac{1}{6}$ . Sailed from Manila on 18th September, 1863, for Queenstown, laden with sugar and hemp, and on November 6, when about one hundred and twenty-five miles off Java Head was captured by the Alabama and burned.

Total claims filed, \$69,853 01.

#### Claims.

For loss on vessel, outfit, and freight	\$68,000 00
surance Company of Bangor, Maine, to Joseph S. Wheelwright and Catherine McG. Foster	2,500 00
	65, 500 00
MERCHANTS' MUTUAL INSURANCE COMPANY, BANGOR. Insurers on vessel for Catherine McG. Foster Insurers on vessel for Joseph S. Wheelwright	\$1,250 00 1,250 00
	2,500 00
ISAIAH LARRABEE, MASTER, FRANKFORT, MAINE.  Loss on primage	\$953 00 1,076 37
Less amount received on insurance, (£179)	2,029 37 866 36
•	1, 163 01
HIRAM E. SWAIN, (MATE,) FRANKFORT.  Loss on personal effects	<b>\$690 00</b>

#### OWNERS.

ATTYPED

a. Letter from Thomas J. Stewart, presenting—b. Sworn memorial of owners;
c. Letter from Thomas J. Stewart, presenting—d. Sworn memorial of owners;
e. Original of marine protest of officers;
f. Certified copy of register;
g. Certified copy of letter of administration granted to Sarah H. Pendleton, on estate of Charles N. Pendleton;
h. Certified copy of manifest;
i. Certified copy of crew list;
j. Certified copy of agreement between master and seamen.

List of papers.

#### MERCHANTS' MUTUAL MARINE INSURANCE COMPANY, BANGOR.

a. Statement of Samuel H. Dale, that the Merchants' Mutual Marine Insurance Company have paid claim of Catharine McGaw Foster and Joseph Stone Wheelwright; b. Statement as above, and demanding indemnification.

#### ISAIAH LARRABEE, (MASTER) FRANKFORT.

a. Letter from Mr. Stewart, presenting—b. Sworn memorial of Isaiah Larrabee; c. Certified copy of policy of insurance.

#### Amanda-Amazonian.

HIRAM E. SWAIN, (MATE,) FRANKFORT.

[For evidence in this case see papers filed in owners' claim.]

#### AMAZONIAN.

Bark Amazonian of Boston; 480 tons register. Winslow Loveland, master, and owned by Elisha H. Ryder, of Chelsea,  $\frac{6}{64}$ ; David E. Mayo,  $\frac{18}{64}$ ; Abiel Gove,  $\frac{2}{64}$ ; Winslow Loveland,  $\frac{1}{64}$ ; James Clark, (Rosena Clark, administratrix,)  $\frac{2}{64}$ ; Maurice M. Pigott,  $\frac{1}{64}$ ; Hiram Barker and Henry A. Barker, copartners,  $\frac{1}{64}$ ; John F. Currant,  $\frac{1}{64}$ ; James Merrill,  $\frac{1}{65}$ ; Solomon Littlefield,  $\frac{2}{64}$ ; Hiram Littlefield,  $\frac{2}{64}$ ; Atkinson Stanwood, Daniel C. Rogers, John B. Stanwood, copartners,  $\frac{4}{64}$ ; John Keniston,  $\frac{4}{64}$ ; George B. Merrill,  $\frac{2}{64}$ ; Christopher Smith,  $\frac{1}{64}$ ; Ephram Smith,  $\frac{1}{64}$ ; Sylvester K. Small,  $\frac{1}{64}$ . Sailed from New York on 22d April, 1863, for Montevideo, laden with general cargo. On 2d June following was captured by the Alabama and burned.

Total claims filed, \$126, 902 82.

#### Claims.

OWNERS.  Loss on vessel	<b>\$</b> 32,000	00
Loss on charter-party	11,000	
	43, 000	
D. E. MAYO, (FORMER MASTER.)  Loss of stores, nautical instruments, and advanced wages to crew	\$1,566	
WINSLOW LOVELAND, (MASTER AT TIME OF CAPTURE.) Loss of personal effects	\$262	00
REV. WILLIAM GOODFELLOW.  Loss on cargo	\$292	82
WILLIAM QUIN.  Loss of personal effects	\$480	00
MERCANTILE MUTUAL INSURANCE COMPANY, NEW YORK.  Re-insurers on cargo for New York Mutual Insurance Company Insures on cargo and profits on charter, for Edward F. Davison Insures on cargo, for Theo. Victor & Duckwitz	\$4,000 2,875 3,200	00
	10, 075	00
PACIFIC MUTUAL INSURANCE COMPANY, NEW YORK. Insurers on cargo, for Henry De Cordova & Co	\$3, 385	00

## Amazonian.

UNION MUTUAL INSURANCE COMPANY, NEW YORK.	
Re-insurers on cargo for Orient Mutual Insurance Company	<b>\$</b> 2,719 00
ATLANTIC MUTUAL INSURANCE COMPANY, NEW YORK.	
Insurers on cargo for—	
C. E. Griswold	<b>\$4,250 00</b>
T. D. Moore & Co	2,200 00
Alfred Bliss & Co	6,042 00
Lanman & Kemp	1,225 00
Reynolds, Devoe & Pratt	1,648 00
Rivera, Cardoze & Co	200 00
Theo. Mace, agent	67 <b>7 00</b>
George W. Preuss	875 00
E. N. Kellogg & Co	<b>542 00</b>
Schieffelin Bros. & Co	712 00
R. W. Forbes	3,600 00
	21, 971 00
NEW YORK MUTUAL INSURANCE COMPANY, NEW YORK.	
	<b>\$15,094 00</b>
GREAT WESTERN INSURANCE COMPANY, NEW YORK.	
Insurers on cargo for—	
T. Victor & Duckwitz	<b>\$3,200 00</b>
George Savory & Co	580 00
doigo savoly to oo	
	3,780 00
SUN MUTUAL INSURANCE COMPANY, NEW YORK.	
Insurers on cargo for—	
H. Lazare & Sichel	\$300 00
E. Caylus de Ruyter & Co	3,700 00
Schultze & Tailer	1, 250 00
LeRoy & Co	475 00
1	5, 725 00
COMMERCIAL MUTUAL INSURANCE COMPANY, NEW YORK.	
Insurers on cargo for Henry De Cordova & Co	<b>\$</b> 3,38 <b>5 00</b>
Re-insurers on cargo for Orient Mutual Insurance Company	2,718 00
	6, 103 00
COLUMBIAN INCUDANCE COMPANY MENU YORK	
COLUMBIAN INSURANCE COMPANY, NEW YORK.	
Insurers on vessel for—	<b>\$1</b> 0 = 0 0 0
Snow & Ryder	<b>\$1</b> ,850 <b>00</b>
Z. D. Bassett, jr	700 00 1,500 00
Bassett & Nickerson	7,900 00
Dassett of Mickelson	8,400 00
	12,450 00
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#### Amazonian.

#### List of Papers.

#### OWNERS.

a. Letter from Elisha H. Ryder, attorney, trunsmitting—b. His sworn memorial; c. Certified copy of special power of attorney, appointing Elisha Ryder attorney for owners; d. Certified copy of register; c. Certified copy of protest of master; f. Marine inspector's certificate as to value of vessel; g. Certified copy of charter-party.

#### D. E. MAYO, (FORMER MASTER.)

a. (See papers filed by owners above enumerated as a, b, c, d, and e;).
 b. Claimant's sworn statement of loss.

#### WINSLOW LOVELAND, (MASTER AT TIME OF CAPTURE.)

a. (See papers filed by owners above enumerated as a, b, c, d, and e;) b. Claimant's sworn statement of loss.

#### REV. WILLIAM GOODFELLOW, BUENOS AYRES, SOUTH AMERICA.

a. Letter from Alexander Ostrander, of New York, attorney, transmitting—b. Sworn memorial; c. Two bills of purchases in New York; d. Affidavit of N. Tibbals to the above purchases, and their shipment to claimant; c. Affidavit of William Quin.

#### WILLIAM QUIN, ROSARIO, ARGENTINE CONFEDERATION, SOUTH AMERICA.

a. Letter from Alexander Ostrander, of New York, attorney, transmitting—b. Memorial of claimant.

#### MERCANTILE MUTUAL INSURANCE COMPANY, NEW YORK.

General paper:

a. Statement of facts and claim by T. Scudder, attorney, verified by affidavit of Archibald G. Montgomery, jr., vice-president.

For loss paid New York Mutual Insurance Company:

a. Policy of insurance.

For loss paid Edward F. Davison:

a. Bill of lading; b. Invoice; c. Charter-party; Certified copy of policy indorsed with—e. Certificate of E. Walters, president, that the loss upon said policy had been paid; f. Assignment of claim; g. Affidavit of sole insurance.

For loss paid Theo. Victor & Duckwitz:

a. Bill of lading;
 b. Invoice;
 c. Certified copy of policy indorsed with—d. Certificate of E. Walters, president, that loss on policy had been paid;
 c. Assignment of claim;
 f. Affidavit of sole insurance.

#### PACIFIC MUTUAL INSURANCE COMPANY, NEW YORK.

a. Sworn memorial by Alfred Edwards, president; b. Copy of invoice; c. Bill of lading; d. Affidavit of sole insurance; e. Assignment of claim.

## UNION MUTUAL INSURANCE COMPANY, NEW YORK.

General papers:

a. Letter of Charles Abert, attorney, transmitting—b. Printed copy of company's charter;
 c. Memorial of Francis S. Lathrop, president, verified by affidavit of Ferdinand Stagg, Secretary.

For loss paid Orient Mutual Insurance Company:

a. Certified copy of policy; b. Certified copy of receipt for payment of insurance.

#### Amazonian.

#### ATLANTIC MUTUAL INSURANCE COMPANY, NEW YORK.

General papers:

a. Letter from J. D. Jones, president, transmitting—b. List of papers filed; c. Statement of facts and claim by T. Scudder, attorney, verified by affidavit of J. H. Chapman, secretary; d. Certified copy of extended marine protost.

For loss paid C. E. Griswold:

a. Bill of lading; b. Certified copy of policy; c. Assignment of claim.

For loss paid T. D. Moore & Co.:

a. Bill of lading; b. Certified copy of policy; c. Assignment of claim.

For loss paid Alfred Bliss & Co.:

a. Two bills of lading; b. Assignment of claim; c. Certified copy of policy.

For loss paid Lanman & Kemp:

- a. Three bills of lading; b. Assignment of claim; c. Certified copy of policy.
- For loss paid Reynolds, Devoe & Pratt; Rivera, Cardoze & Co.; Theo. Mace, agent; George W. Preuss; E. N. Kellogg & Co.; and Schieffelin Bros. & Co., each:

a. One bill of lading; b. One assignment; c. One certified copy of policy.

For loss paid R. W. Forbes:

a. Two bills of lading; b. Assignment of claim; c. Cetified copy of policy.

#### NEW YORK MUTUAL INSURANCE COMPANY, NEW YORK.

General paper:

- a. Letter from John H. Each, president, transmitting—b. His memorial; c. Certified copy of extended marine protest.
- GREAT WESTERN INSURANCE COMPANY, NEW YORK.

General paper:

- a. Sworn memorial by Richard Lathers, president.
- SUN MUTUAL INSURANCE COMPANY, NEW YORK.

General paper:

- a. Sworn memorial by Moses H. Grinnell, president.
- COMMERCIAL MUTUAL INSURANCE COMPANY, NEW YORK.

General papers:

a. Letter from Daniel D. Smith, president, transmitting—b. His general memorial, with certificate of Charles H. Newton, United States commissioner, appended; c. Certified copy of extended marine protest, (filed with papers "For loss paid Henry De Cordova & Co.," enumerated below.)

For loss paid Henry De Cordova & Co.:

a. Special memorial by president; b. Certified copy of extended marine protest; c. Affidavit of sole insurance; d. Invoice; e. Assignment of claim; f. Memorandum by insurance company.

For loss paid Oriental Insurance Company:

a. Second special memorial by president;
b. Three bills of lading;
c. Four invoices;
d. Assignment of claim to Orient Mutual Insur-

# Amazonian-Anna F. Schmidt.

ance Company, indorsed with—e. Reassignment, to the amount of \$2,718, to Commercial Mutual Insurance Company; f. Memorandum by insurance company.

COLUMBIAN INSURANCE COMPANY, NEW YORK.

General papers:

a. Letter from T. Scudder, attorney, transmitting—b. His statement of facts and claim, verified by affidavit of George A. Osgood, receiver; c. Two certified copies of orders of the supreme court "In the matter of the receivership of the Columbian Insurance Company;" d. Sworn memorial of George A. Osgood and Cyrus Curtiss, receivers; e. Certified copy of register; f. Copy of extended marine protest.

For loss paid Snow & Ryder:

a. Two notifications of claim; b. Certified copy of policy; c. Certified copy of register; d. Affidavit of sole insurance; c. Memorandum of insurance; f. Memorandum statement of assured's claim against company.

For loss paid Z. D. Bassett, jr.:

a. Notification of claim; b. Two policies, (one original, the other a certified copy;) c. Affidavit of sole insurance, with insurance memorandum attached; d. Assignment, unsigned, of claim; e. Memorandum statement of assured's claim against company.

For loss paid A. Stanwood & Co.:

a. Notification of claim; b. Policy of insurance.

For loss paid Bassett & Nickerson:

a. Two notifications of claims, (under separate policies;) b. Two policies of insurance.

# ANNA F. SCHMIDT.

Ship Anna F. Schmidt of Boston; 784 tons burden. Henry B. Twombly, master; and owned by Charles Williams, of Framingham, George C. Lord and Charles H. Lord, of Boston, George W. Campbell, of Bradford, and Moses J. Muliken, of Newburyport, Massachusetts; and George Wise and Robert Smith, jr., of Kennebunk, and Moses M. Butler, of Portland, Maine. Sailed from Boston 17th January, 1863, with general cargo. On 2d July following, when in latitude 25° 27' south, longitude 37° 46' west, was captured by the Alabama and burned, after having been pillaged of such stores as were required by said privateer.

Total claims filed, \$271,890 72.

OWNERS

# Claims.

Loss on vessel (above insurance)	<b>\$23,000</b>	00
WASHINGTON INSURANCE COMPANY, BOSTON.		
Insurers of China Mutual Insurance Company	\$5,000	00
Insurers on freight for Nathaniel Winsor & Co	6, 300	00
Insurers on cargo for Nathaniel Winsor & Co	260	00
Insurers on vessel for Charles Williams		
Insurers on cargo for John Hall	2,650	00

NEW ENGLAND MUTUAL MARINE INSURANÇE COMPANY, BOS		
Insurers on cargo for Howard & French	<b>\$1,300</b>	
Insurers on cargo for F. Pierce & Co	1,000	00
Insurers on cargo for Thomas A. Lefavor  Insurers on cargo for E. H. Baker, jr	265 600	
Insurers on advances for George C. Lord & Co	10,000	
Insurers on captain's effects for George C. Lord & Co	500	
Insurers on vessel for Charles Williams	8,000	
	21, 665	00
CHINA MUTUAL INSURANCE COMPANY, BOSTON.		
Insurers on vessel for Charles Williams	\$10,000	00
Insurers on cargo for Baker & Morrill	11,000	00
	21,000	
		_
ALLIANCE INSURANCE COMPANY, BOSTON.	•• •••	
Insurers on cargo for Holmes, Goodwin & Co	<b>\$</b> 9, <b>400</b>	00
Insurers on cargo for William Underwood & Co Insurers on cargo for J. W. Jarvis & Co	2, 700 1, 200	00
Insurers on cargo for J. W. Hunnewell & Co	2,650	00
radacts on ourgo for or will annewer a committee	15, 950	
	10,000	
COLUMBIAN INSURANCE COMPANY, NEW YORK.  Insurers on cargo for Franklin Insurance Company,		
Boston	<b>\$2,500</b>	00
Insurers on cargo for Haynes & Lawton	1,000	00
Insurers on cargo for New England Mutual Marine	•	
Insurance Company, Boston	10,000	00
	13, 500	00
BOSTON INSURANCE COMPANY, BOSTON.		<del></del>
Insurers on cargo for Stevens, Baker & Co	<b>\$</b> 18, 400	00
Insurers on cargo for William B. Craft	2,000	00
	20,400	00
MERCHANTS' INSURANCE COMPANY, BOSTON.		
Insurance on cargo for E. F. Wood & Co	<b>\$1,000</b>	00
SHOE AND LEATHER DEALERS' FIRE AND MARINE INSURANCE BOSTON.	E COMPA	NY,
Insurers on cargo for L. Downing & Sons	<b>\$5,300</b>	00
MANUFACTURERS' INSURANCE COMPANY, BOSTON.		
Insurers on cargo for Treadwell & Co	<b>\$10,500</b>	00
Insurers on charter for Charles Williams	15, 000	
	25, 500	00
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NEPTUNE INSURANCE COMPANY, BOSTON. Insurers on cargo for New England Glass Company	<b>\$</b> 5, 223	00
CALIFORNIA INSURANCE COMPANY, SAN FRANCISCO.  Insurers on cargo for Main & Winchester  Insurers on cargo for George O. Wilson & Bro	\$2,973 1,500	00
	4, 473	00
SUN MUTUAL INSURANCE COMPANY, NEW YORK.  Insurers on cargo for Daniel Palmer  Insurers on cargo for Van Winkle & Duncan	\$1,050 1,000	00
	2,050	00
METROPOLITAN INSURANCE COMPANY, NEW YORK.  Insurers on cargo for Horton, Hall & Co  Insurers on cargo for Nash & Fogg  Insurers on cargo for Manufacturers' Insurance Com-	\$700 3, 300	00
pany, Boston	5,000	00
	9,000	00
WASHINGTON MARINE INSURANCE COMPANY, NEW YORK.  Insurers on cargo for ———	\$183	00
GREAT WESTERN INSURANCE COMPANY, NEW YORK. Insurers on cargo for W. T. Coleman & Co	<b>\$18, 156</b>	00
GREAT WESTERN INSURANCE COMPANY, NEW YORK. Insurers on cargo for W. T. Coleman & Co  BOYLSTON FIRE AND MARINE INSURANCE COMPANY, BOSTON Insurers of charter for Charles Williams		==
Insurers on cargo for W. T. Coleman & Co  BOYLSTON FIRE AND MARINE INSURANCE COMPANY, BOSTON Insurers of charter for Charles Williams  ATLANTIC MUTUAL INSURANCE COMPANY, NEW YORK.		==
Insurers on cargo for W. T. Coleman & Co  BOYLSTON FIRE AND MARINE INSURANCE COMPANY, BOSTON Insurers of charter for Charles Williams  ATLANTIC MUTUAL INSURANCE COMPANY, NEW YORK.  Insurers on cargo for J. W. Hunnewell & Co	<b>\$5,000</b>	00
Insurers on cargo for W. T. Coleman & Co  BOYLSTON FIRE AND MARINE INSURANCE COMPANY, BOSTON Insurers of charter for Charles Williams  ATLANTIC MUTUAL INSURANCE COMPANY, NEW YORK.	\$5,000	00
Insurers on cargo for W. T. Coleman & Co  BOYLSTON FIRE AND MARINE INSURANCE COMPANY, BOSTON Insurers of charter for Charles Williams  ATLANTIC MUTUAL INSURANCE COMPANY, NEW YORK.  Insurers on cargo for J. W. Hunnewell & Co	\$5,000 \$4,080 3,500	00 00 00 00
Insurers on cargo for W. T. Coleman & Co  BOYLSTON FIRE AND MARINE INSURANCE COMPANY, BOSTON Insurers of charter for Charles Williams  ATLANTIC MUTUAL INSURANCE COMPANY, NEW YORK.  Insurers on cargo for J. W. Hunnewell & Co	\$4,080 3,500 4,323 11,903	00 00 00 00 00
Insurers on cargo for W. T. Coleman & Co  BOYLSTON FIRE AND MARINE INSURANCE COMPANY, BOSTON Insurers of charter for Charles Williams  ATLANTIC MUTUAL INSURANCE COMPANY, NEW YORK. Insurers on cargo for J. W. Hunnewell & Co	\$5,000 \$4,080 3,500 4,323 11,903 D, MASS.	00 00 00 00 00 00
Insurers on cargo for W. T. Coleman & Co  BOYLSTON FIRE AND MARINE INSURANCE COMPANY, BOSTON Insurers of charter for Charles Williams  ATLANTIC MUTUAL INSURANCE COMPANY, NEW YORK. Insurers on cargo for J. W. Hunnewell & Co	\$5,000 \$4,080 3,500 4,323 11,903 D, MASS. \$900	00 00 00 00 00 00 00
Insurers on cargo for W. T. Coleman & Co  BOYLSTON FIRE AND MARINE INSURANCE COMPANY, BOSTON Insurers of charter for Charles Williams  ATLANTIC MUTUAL INSURANCE COMPANY, NEW YORK. Insurers on cargo for J. W. Hunnewell & Co	\$5,000 \$4,080 3,500 4,323 11,903 D, MASS. \$900 \$898	00 00 00 00 00 00 00 00

ARMES & DALLAM, SAN FRANCISCO.	<b>\$4.004.22</b>
Loss on cargo	<b>\$4,264</b> 55
WILLIAM E. COFFIN & CO., BOSTON.  Loss on cargo	\$1,356 25
W. K. LEWIS & BROTHERS, BOSTON. Loss on cargo, (coin)	\$301 57
J. C. AYER & CO., LOWELL, MASSACHUSETTS.  Loss on cargo	\$2,793 60
Z. EINSTEIN & BROTHERS, BOSTON.  Loss on cargo	<b>\$1,455 40</b>
J. W. JARVIS & CO., BOSTON.  Loss on cargo	<b>\$1,549 39</b>
BARTLETT DOE & CO., BOSTON. Loss on cargo	<b>\$6,408 08</b>
EZRA F. WOOD & CO., BOSTON.  Loss on cargo	<b>\$</b> 318 <b>6</b> 2
EDMOND JACKSON & CO., BOSTON.  Loss on cargo	\$834 52
CONROY & O'CONNER, NEW YORK. Loss on cargo	\$429 16
BAKER & HAMILTON, SACRAMENTO, CALIFORNIA.  Loss on cargo	\$2,974 63
GEORGE P.PLAISTED, VALLEJO, CALIFORNIA.  Loss on cargo	<b>\$</b> 1,009 95
HECHT, BROTHERS & CO., SAN FRANCISCO.  Loss on cargo	\$391 00
SANSON, BOND & CO., SAN FRANCISCO.  Loss on cargo	\$670 00
BISAGNO BROTHERS, SAN FRANCISCO.  Loss on cargo	\$2,094 30
STEVENS, BAKER & CO., SAN FRANCISCO.  Loss on commission on freight	<b>\$</b> 3, 244 42
MOSES ELLIS & CO., SAN FRANCISCO. Loss on cargo	<b>\$11,535 92</b>
DIMON HUBBARD, MALDEN, MASSACHUSETTS.  Loss on cargo	\$1,905 36

NATHANIEL WINSOR & CO., BOSTON.  Loss on cargo	<b>\$</b> 1, 715 <b>0</b> 0
CHELSEA OIL COMPANY, CHELSEA, MASSACHUSETTS, CHARLE TREASURER.	S CARRUTH,
Loss on cargo. (with interest)	

# List of papers.

Loss on cargo, (with interest)....

#### OWNERS.

a. Letter from Charles William, presenting—b. Memorial; c. Two letters from Charles Williams; d. Affidavit of Charles Williams; e. Certified copy of register; f. Certified copy of record of owners; g. Certified copy of marine protest of Captain Twombly; h. Certified copy of value of ship by board of underwriters; i. Ship's manifest; j. Three policies of insurance in favor of Charles Williams.

# WASHINGTON INSURANCE COMPANY, BOSTON.

# General papers:

a. Affidavit of Isaac Sweester, president; b. Certified copy of marine protest of Captain Twombly.

For loss paid China Mutual Insurance Company:

a. Certified copy of policy of insurance; b. Assignment of claim of China Mutual Insurance Company.

For loss paid N. Winsor & Co.:

a. Certified copy of policy of insurance; b. Assignment of claim of N. Winsor & Co.

For loss paid Charles Williams:

a. Certified copy of policy of insurance; b. Assignment of claim of Mr. Williams.

For loss paid John Hall:

a. Certified copy of policy of insurance; b. Assignment of claim of Mr. Hall.

# NEW ENGLAND MUTUAL MARINE INSURANCE COMPANY, BOSTON.

# General papers:

a. Affidavit of George C. Lord, president; b. Certified copy of marine protest of Captain Towmbly.

For loss paid Howard & French:

a. Copy of open policy of insurance; b. Copy of receipt for loss.

For loss paid F. Peirce & Co.:

a. Copy of open policy of insurance; b. Copy of receipt for loss.

For loss paid Thomas A. Lefavor:

a. Copy of open policy of insurance; b. Copy of receipt for loss.

For loss paid E. H. Baker, jr.:

a. Copy of open policy of insurance; b. Copy of receipt for loss.

For loss paid George C. Lord & Co.:

a. Copy of open policy of insurance; b. Copy of receipt for loss.

For loss paid Charles Williams:

a. Copy of policy of insurance; b. Copy of receipt for loss of

CHINA MUTUAL INSURANCE COMPANY, BOSTON.

General paper:

a. Sworn memorial of Francis Bacon, president.

For loss paid Charles Williams:

a. Policy of insurance; b. Certified copy of register.

For loss paid Baker & Morrill:

a. Policy of insurance; b. Certified copy of invoice; c. Certified copy of bill of lading.

ALLIANCE INSURANCE COMPANY, BOSTON.

General paper:

a. Sworn memorial of Francis M. Weld, president.

For loss paid Holmes, Goodwin & Co.:

a. Certified copy of policy of insurance; b. Certified copy of assignment of claim of Holmes, Goodwin & Co.; c. Certified copy of invoice.

For loss paid William Underwood & Co.:

a. Certified copy of policy of insurance; b. Certified copy of assignment of claim of Underwood & Co.; c. Certified copy of invoice; d. Certified copy of bill of lading.

For loss paid J. W. Jarvis & Co.:

a. Certified copy of policy of insurance; b. Certified copy of assignment of claims of Jarvis & Co.

For loss paid J. W. Hunnewell & Co.:

a. Certified copy of policy of insurance; b. Certified copy of assignment of claim of J. W. Hunnewell & Co.; c. Certified copy of bill of lading.

COLUMBIAN INSURANCE COMPANY, NEW YORK.

A general sworn memorial:

For loss paid Franklin Insurance Company, Boston, (reinsurance:)
a. Two letters from Franklin Insurance Company; b. Notification of having paid claim of Franklin Insurance Company; c. Policy of insurance to Franklin Insurance Company; d. Assignment of claim of Franklin Insurance Company; e. Bill of lading; f. Invoice; g. Certified copy of marine protest of Captain Twombly.

For loss paid Haynes & Lawton:

a. Notification of having paid claim of Haynes & Lawton: b. Statement of insurance; c. Certified copy of open policy of insurance; d. Certified copy of assignment of claim of Haynes & Lawton.

For loss paid New England Mutual Marine Insurance Company, Boston:

a. Notification of having paid claim of New England Mutual Marine Insurance Company; b. Statement of insurance; c. Policy of insurance to New England Mutual Marine Insurance Company, (reinsurance;) d. Receipt from New England Mutual Marine Insurance Company of amount of claim; e. Certified copy of register.

BOSTON INSURANCE COMPANY, BOSTON.

For loss paid Stevens, Baker & Co.:

a. Sworn memorial of P. W. Freeman, president; b. Two policies of insurance; c. Certified copies of four bills of lading.

For loss paid William B. Craft:

a. Memorial of Joseph B. Tilton, president; b. Certified copy of open policy of insurance; c. Certified copy of assignment of claim? d. Certified copy of invoice.

# MERCHANTS' INSURANCE COMPANY, BOSTON.

For loss paid E. F. Wood & Co.:

a. Letter from Bradford & Folger;
 b. Sworn memorial of Thomas
 C. Smith, president;
 c. Certified copy of open policy of insurance;
 d. Certified copy of assignment of claim of Wood & Co.

# SHOE AND LEATHER DEALERS' FIRE AND MARINE INSURANCE COMPANY' BOSTON.

For loss paid L. Downing & Sons:

a. Sworn memorial of John C. Abbott, president; b. Certified copy of open policy of insurance; c. Certified copy of five invoices; d. Certified copy of five bills of lading; e. Certified copy of assignment of claim of L. Downing & Sons.

# MANUFACTURERS' INSURANCE COMPANY, BOSTON.

General paper:

a. Sworn memorial of Samuel Gould, president.

For loss paid Treadwell & Co.:

a. Certified copy of open policy of insurance, (Treadwell & Co.;)
 b. Certified copy of assignment of claim of Treadwell & Co.;
 c. Certified copy of invoice;
 d. Certified copy of bill of lading.

For loss paid Charles Williams:

a. Certified copy of policy of insurance, (Charles Williams;)
 b. Certified copy of assignment of claim of Charles Williams;
 c. Certified copy of charter-party.

# NEPTUNE INSURANCE COMPANY, BOSTON.

For loss paid New England Glass Company:

a. Sworn memorial of George F. Osborne, president;
 b. Certified copy of open policy of insurance, (New England Glass Company;)
 c. Certified copy of invoices.

# CALIFORNIA INSURANCE COMPANY, SAN FRANCISCO.

General papers:

a. Letter from C. T. Hopkins, president; b. His memorial on behalf of company.

For loss paid Main & Winchester:

a. Affidavit of Thomas R. Hayes, one of firm of Main & Winchester;
 b. Bill of lading;
 c. Invoice;
 d. Copy of policy of insurance,
 (Main & Winchester.)

For loss paid George O. Wilson & Bro.:

a. Affidavit of George O. Wilson;
 b. Copy of policy of insurance,
 (Wilson & Co.;)
 c. Two bills of lading;
 d. Two invoices.

### SUN MUTUAL INSURANCE COMPANY, NEW YORK.

For loss paid Daniel Palmer:

a. Sworn statement of Moses H. Grinnell, president, setting forth that he has paid the amount of claims of Daniel Palmer and Van Winkle & Duncan.

#### METROPOLITAN INSURANCE COMPANY, NEW YORK.

For loss paid Horton, Hall & Co.:

a. Notification of having paid claim of Horton, Hall & Co., and having received their assignment of same.

For loss paid Nash & Fogg:

a. Notification of having paid claim of Nash & Fogg, and having received their assignment of same.

For loss paid Manufacturers' Insurance Company, Boston:

a. Notification of having paid claim of Manufacturers' Insurance Company, and having received their assignment of same.

# WASHINGTON MARINE INSURANCE COMPANY, NEW YORK.

For loss paid ---:

a. Letter from E. A. Doolittle, attorney, presenting—b. Sworn memorial of G. H. Koop, vice-president.

# GREAT WESTERN INSURANCE COMPANY, NEW YORK.

For loss paid W. T. Coleman & Co.:

a. Sworn memorial of Richard Lathers, president.

# BOYLSTON FIRE AND MARINE INSURANCE COMPANY, BOSTON.

For loss paid Charles Williams:

a. Letter from F. V. Balch, presenting—b. Sworn memorial of J. W. Balch, president;
 c. Policy of insurance;
 d. Assignment of claim of Charles Williams;
 e. Copy of charter-party.

# ATLANTIC MUTUAL INSURANCE COMPANY, NEW YORK.

General papers:

a. Letter from J. D. Jones, president; b. Sworn statement of facts by J. H. Chapman, secretary; c. Certified copy of marine protest of Captain Twombly.

For loss paid J. H. Hunnewell & Co.:

a. Six bills of lading; b. Copy of policy of insurance; c. Assignment of claim of J. H. Hunnewell & Co.

For loss paid Baker & Hamilton:

a. Seven bills of lading; b. Copy of policy of insurance; c. Assignment of claim of Baker & Hamilton.

For loss paid Van Winkle & Duncan:

a. Bill of lading; b. Copy of policy of insurance; c. Assignment of claim of Van Winkle & Duncan; d. A second bill of lading;
 e. A second copy of policy of insurance; f. A second assignment of claim.

# UNION MUTUAL MARINE INSURANCE COMPANY, NEW BEDFORD, MASSACHUSETTS.

For loss paid Isaac B. Richmond:

a. Sworn memorial of Thomas S. Hathaway, president; b. Copy of policy of insurance.

### WILSON & BROTHER, SAN FRANCISCO.

a. Letter from Nathaniel Niles, presenting—b. Sworn memorial of Wilson & Brother; c. Invoice; d. Bill of lading; e. Power of attorney from Wilson & Brother, constituting Nathaniel Niles their attorney.

# JOSEPH B. ELDRIDGE, (CHIEF OFFICER OF SHIP.)

a. Letter from Miller & Houghton, presenting—b. Sworn statemen of facts concerning loss of personal effects.

# HOOKER & CO., SAN FRANCISCO.

a. Affidavit of Charles G. Hooker; b. Affidavit of L. L. Treadwell and H. L. Coye, concerning value of shipment; c. Bill of lading; d. Invoice.

# ARMES & DALLAM, SAN FRANCISCO

a. Sworn memorial of Armes & Dallam; b. Two bills of lading; c. Affidavit of William H. Friend, book-keeper of said firm; d. Affidavit of William Thurman as to value of merchandise; c. Affidavit of Sylvester Hemenway as to value of merchandise.

### WILLIAM E. COFFIN & CO., BOSTON.

a. Sworn memorial of Charles S. Lynch, one of the firm; b. Certified copy of invoice; c. Certified copy of bill of lading.

### W. K. LEWIS & BROTHERS, BOSTON.

a. Sworn memorial of Horace H. Lewis, one of the firm; b. Certified copy of invoice; c. Certified copy of bill of lading.

# J. C. AYER & CO., LOWELL, MASSACHUSETTS.

a. Affidavit of Frederick Ayer; b. Two invoices; c. Three bills of lading; d. Manifest.

# Z. EINSTEIN & BROTHERS, BOSTON.

a. Sworn memorial of Abraham Einstein; b. Bill of lading; c. Invoice; d. Certified copy of marine protest of Captain Twombly.

# J. W. JARVIS & CO., BOSTON.

a. Sworn memorial of Henry F. Higginson, one of the firm; b. Certified copy of invoice; c. Certified copy of bill of lading.

### BARTLETT DOE & CO., BOSTON.

a. Sworn memorial of Bartlett Doe;
 b. Certified copy of invoice;
 c. Certified copy of bill of lading.

# EZRA F. WOOD & CO., BOSTON.

a. Sworn memorial of Ezra F. Wood;
 b. Certified copy of invoice;
 c. Certified copy of bill of lading;
 d. Certified copy of marine protest of Captain Twombly;
 e. Certified copy of manifest.

# EDMUND JACKSON & CO., BOSTON.

a. Sworn memorial of Edmund Jackson; b. Certified copy of invoice; c. Certified copy of bill of lading.

# CONROY & O'CONNOR, NEW YORK.

a. Letter from Conroy & O'Connor, presenting—b. Affidavit of John F. O'Connor; c. Copy of bill of lading; d. Copy of invoice; e. Letter from Develin, Miller & Trull, presenting—f. Sworn memorial of Conroy & O'Connor.

# BAKER & HAMILTON, SACRAMENTO, CALIFORNIA.

a. Letter from S. J. Ahern, making statement of claim of Baker & Hamilton. [For particulars see list of papers filed by Atlantic Mutual Insurance Company, in case of Baker & Hamilton.]

# GEORGE P. PLAISTED, VALLEJO, CALIFORNIA.

a. Sworn memorial of George P. Plaisted;
 b. Affidavit of Albert P. Voorhees as to identity of Mr. Plaisted;
 c. Affidavit of Nathaniel P. Cole as to identity of Mr. Plaisted;
 d. Bill of lading.

### HECHT BROTHERS & CO., SAN FRANCISCO.

a. Sworn memorial of Lewis Hecht;
 b. Certified copy of certificate of naturalization of Lewis Hecht;
 c. Certified copy of invoice;
 d. Certified copy of bill of lading.

# Anna F. Schmidt—Ariel.

- SANSON, BOND & CO., SAN FRANCISCO.
  - a. Sworn memorial of Charles W. Bond; b. Bill of lading; c. Cer tified invoice.
- BISAGNO BROTHERS, SAN FRANCISCO.
  - a. Letter from Hall & Macomber, Boston, presenting—b. Three bills of lading; c. Invoice; d. Affidavit of Luigi Bisagno.
- STEVENS, BAKER & CO., SAN FRANCISCO.
  - a. Letter from Stevens, Baker & Co., presenting—b. Sworn memorial of Stevens, Baker & Co.; c. Affidavit of Frederick L. Castle as to amount of prospective commissions; d. Affidavit of Sylvester Hemenway as to amount of prospective commissions; e. Affidavit of William R. Wadsworth as to amount of prospective commissions; f. Freight-list; g. Six bills of lading; h. Invoice.
- MOSES ELLIS & CO., SAN FRANCISCO.
  - a. Sworn memorial of Philip L. Weaver, one of the firm; b. Affidavit of U. G. Kittle concerning value of shipment; c. Affidavit of Levi Stevens concerning value of shipment; d. Sworn memorial of Moses Ellis, with statement showing actual cost value of articles shipped; e. Eight invoices; f. Seven bills of lading; g. Letter from Hall & Macomber, Boston.
- DIMON HUBBARD, MALDEN, MASSACHUSETTS.
  - a. Sworn memorial of Dimon Hubbard; b. Invoice; c. Bill of lading; d. Copy of marine protest of Captain Twombly.
- NATHANIEL WINSOR & CO., BOSTON.
  - a. Invoice of tubs and pails; b. Bill of lading.
- CHELSEA OIL COMPANY, CHELSEA, MASSACHUSETTS.
  - a. Memorial of Charles Carruth, treasurer; b. Certified copy of invoice; c. Certified copy of bill of lading.

### ARIEL.

Steamer Ariel, of the Atlantic and Pacific Steamship Line; Albert J. Jones, master. Sailed from New York, bound to Aspinwall, on 1st December, 1862; on 7th of said month was captured by the Alabama. Total claims filed, \$10,041 86.

### Claims.

# CRANE & BRIGHAM. EDWIN S. LANE, OF NICARAGUA. COLUMBIAN INSURANCE COMPANY, NEW YORK. Insurers on cargo for Ribon & Munoz ...... \$8,500 00

# List of papers.

CRANE & BRIGHAM.

a. Letter of Lawson & Walker, presenting claim. Digitized by GOOGLE

# Ariel-Benjamin Tucker.

### EDWIN S. LANE.

- a. Affidavit before the legation of the United States, at Leon, Nicaragua; b. Original letter of Handy & Hoadley, agents of Edwin S. Lane, advising shipment of specie; c. Original letter of William Nelson; d. Original letter of Hoadley, Eno & Co.; e. Bill of lading.
- COLUMBIAN INSURANCE COMPANY, NEW YORK.
  - a. Copy of policy of insurance; b. Notification of claim.

# BENJAMIN TUCKER.

Ship Benjamin Tucker of New Bedford, Massachusetts;  $348\frac{6}{5}\frac{8}{5}$  tons burden. William Childs, master. Owners: Charles R. Tucker and Edward D. Mandell, copartners,  $\frac{1}{3}\frac{9}{2}$ ; Seth Booth,  $\frac{2}{32}$ , all of New Bedford; William Cummings, executor of John Cummings, deceased,  $\frac{5}{32}$ ; George Booth,  $\frac{2}{3}$ , all of Dartmouth; Shubael Worth, of Nantucket,  $\frac{3}{32}$ ; and Charles R. Tucker, executor of Benjamin Tucker, deceased,  $\frac{4}{3}$ ; all of New Bedford, Massachusetts. Sailed from New Bedford on 8th May, 1861, bound on a whaling voyage. On 14th September, 1862, was captured and burned by the Alabama.

Total claims filed, \$178, 495.

#### Claims.

$\sim$	31	**	* **	T341	
"	١,		. 14	$\mathbf{R}\mathbf{x}$	

Loss of vessel	\$20,000 00
Loss of outfits and appurtenances	25,000 00
Loss of cargo of oil	
Loss of prospective profits	

171,000 00

- COMMERCIAL MUTUAL MARINE INSURANCE COMPANY, NEW BEDFORD.
  Insurers on vessel and outfits, Charles R. Tucker & Co. \$6,000 00
- PACIFIC MUTUAL MARINE INSURANCE COMPANY, NEW BEDFORD.
  Insurers on vessel and outfits, Shubael Worth....... \$1,000 00

# List of papers.

#### OWNERS.

- a. Sworn memorial;
   b. Certified copy of register;
   c. Certified copy of clearance;
   d. Certified copy of manifest.
- THOMAS SANFORD, (FIRST OFFICER,) NEW BEDFORD.
  - a. Letter from W. W. Crapo, transmitting—b. Claimant's sworn statement of facts.
- COMMERCIAL MUTUAL MARINE INSURANCE COMPANY, NEW BEDFORD. For loss paid Charles R. Tucker & Co.:
  - a. Sworn memorial; b. Certified copy of policy of insurance.

# Benjamin Tucker-Brilliant.

PACIFIC MUTUAL MARINE INSURANCE COMPANY, NEW BEDFORD.

For loss paid Shubael Worth:

a. Sworn memorial of Henry F. Thomas, president; b. Copy of policy of insurance; c. Copy of receipt for amount of insurance.

#### BRILLIANT.

Ship Brilliant of New York;  $839_{05}^{21}$  tons burden. George Hagar, master. Owners: Joshua Atkins and Edwin Atkins, copartners, Brooklyn, together with George Hagar. Sailed from New York on 13th September, 1862, with a cargo of grain, flour, &c., bound to London, Great Britain. On the 3d October, 1862, in latitude 40° north, longitude 50° 30' west, was captured and burned by the Alabama.

Total claims filed, \$123,237 83.

### Claims.

OWNERS.	
Loss of vessel	<b>\$75,000 00</b>
Loss of vessel	16, 531 03
	91, 531 03
ATLANTIC MUTUAL INSURANCE COMPANY, NEW YORK.	
Insurers on freight-money for J. Atkins & Co	<b>\$</b> 18,000 00
NEW YORK MUTUAL INSURANCE COMPANY.	
Insurers on vessel	<b>\$9, 245 00</b>
GEORGE HAGAR, (MASTER,)	
Loss on personal property, chronometer, &c	<b>\$1,250 00</b>
B. E. CLARK & CO., NEW YORK.	
Loss on cargo	\$3,211 80
	<del></del>

# List of papers.

#### OWNERS.

AWAITEDS

a. Sworn memorial of Joshua Atkins and Edwin Atkins; b. Certified copy of marine protest of Captain Hagar; c. Certified copy of register; d. Certified copy of the crew-list; e. Affidavit of Captain Hagar; f. Letter of J. Atkins & Co., transmitting above papers.

ATLANTIC MUTUAL INSURANCE COMPANY, NEW YORK.

a. Letter of J. D. Jones, president; b. Certified copy of marine protest of Captain Hagar; c. Certified copy of freight-list; d. Assignment of claim.

NEW YORK MUTUAL INSURANCE COMPANY.

Letter and memorial of H. Earle, president.

### GEORGE HAGAR, (MASTER.)

a. Letter of George Hagar; b. Affidavit of value of property; c Certified copy of marine protest of Captain Hagar-dby

#### Brilliant-Charles Hill-Chastelaine.

### B. E. CLARK & CO., NEW YORK.

a. Sworn memorial of William B. Asten; b. Receipt of George Hagar for 10,763 grain-bags.

# CHARLES HILL.

Ship Charles Hill of Boston; about 699 tons burden. Franklin Percival, master. Charles Q. Hill, of Boston.  $\frac{1}{8}$ ; Charles Hill, of Boston.  $\frac{4}{8}$ ; John Currier, jr., of Newbury,  $\frac{1}{8}$ ; and William Lambert, of Portsmouth,  $\frac{2}{8}$ , owners. Sailed February 12, 1863, from Liverpool, with a cargo of salt, for Montivideo. On March 25, 1863, in latitude 1° 23′ north, and longitude 26° 30′ west, was aptured and destroyed by the Alabama.

Total claims filed, \$45,275.93.

# Claims.

Loss of vessel		
Freight on cargo	11,733	33
	43,733	33
FRANKLIN PERCIVAL, (MASTER.)		<del></del>

# List of papers.

#### OWNERS.

a. Letter from Charles Hill;
 b. Letter from Charles Hill, presenting—c. Sworn memorial of Charles Hill and Charles Q. Hill;
 d. Certificate of marine-inspector, Eben Davis;
 e. Certified copy of marine protest of master;
 f. Certified copy of register.

### FRANKLIN PERCIVAL, (MASTER.)

a. |Letter | from T. D. Elliot, presenting—b. Sworn memorial of master; c. Certificate that Franklin Percival was master of ship, signed by Charles Hill; d. Schedule.

#### CHASTELAINE.

Brig Chastelaine of Boston; of about 293 tons burden. James Warren, master. John S. Emery, Hiram A. Emery, George Hinman, John S. Mosely, James Gammans, jr., Henry Wing, Calvin Berry, E. W. Higgins, and John West, sole owners. Sailed January 22, 1863, from Basse Terre, Guadaloupe, for Cienfuegos, Cuba. On 27th January, 1863, when about two miles south of the island or rock Alta Vela, was captured and destroyed by the Alabama.

Total claims filed, \$11,670.55.

# Claims.

MANUFACTURERS' INSURANCE COMPANY OF BOSTON, ASSIGNEES OF JOHN S. EMERY AND OTHERS.

Loss of vessel		<b>B</b> 10, 000	00
Loss of stores	Digitized by 🗘 O	09200	00

# Chastelaine-Conrad.

Loss of chronometer	\$150 64 1, 156 100	00 55
_	11,670	<b>55</b>

# List of papers.

# MANUFACTURERS' INSURANCE COMPANY, BOSTON.

For loss paid owners:

a. Letter from Bradford & Folger, presenting—b. Sworn memorial of Samuel Gould, president; c. Certified copy of assignment of owners to Manufacturers' Insurance Company, Boston; d. Copy of register; e. Certified copy of marine protest of master; f. Certified copy of affidavit of Eben Davis and Richard Baker, marine inspectors.

### CONRAD.

Bark Conrad of Philadelphia;  $347\frac{99}{25}$  tons burden. W. H. Salsbury, master. Owned by J. W. Field. Sailed June 7, 1863, from Buenos Ayres, with cargo of wool, for New York. On 19th June, in latitude 25° 44 south, longitude 39° 51′ west, was captured, and, after being armed, used as a consort to the Alabama.

Total claims filed, \$94,241.

# Claims.

ATLANTIC MUTUAL INSURANCE COMPANY, NEW YORK.  Insurers on vessel and outfit for J. W. Field  Insurers on cargo for R. W. Ropes & Co	\$10,000 6,570	00 00
_	16, 570	00
SUN MUTUAL INSURANCE COMPANY, NEW YORK. Insurers on cargo for Kirkland & Von Sachs	\$37, 205	00
COLUMBIAN INSURANCE COMPANY, NEW YORK.  Re-insurers on cargo, for Sun Mutual Insurance Company, New York	<b>\$</b> 17, 205	00
KIRKLAND AND VON SACHS, NEW YORK.  Loss on cargo	<b>\$</b> 6, <b>4</b> 63	64
R. W. ROPES & CO.  Loss on cargo	<b>\$16,</b> 797	36,

# List of papers.

# ATLANTIC MUTUAL INSURANCE COMPANY, NEW YORK.

For loss paid J. W. Field:

a. Statement of Townsend Scudder, attorney; b. Certified copy of marine protest; c. Assignment of J. W. Field's claim.

#### Conrad-Contest.

For loss paid R. W. Ropes & Co.:

- a. Assignment of R. W. Ropes & Co.'s. claim;
   b. Two bills of lading;
   c. Certified copy of register.
- SUN MUTUAL INSURANCE COMPANY, NEW YORK.

For loss paid Kirkland & Von Sachs:

- a. Letter from Townsend Scudder, presenting—b. Bill of lading; c. Assignment of claim.
- COLUMBIAN INSURANCE COMPANY, NEW YORK.

General paper:

a. Sworn memorial.

For loss paid Sun Mutual Insurance Company, New York:

- a. Notification of payment of claim;
   b. Two policies of insurance;
   c. Two bills from Sun Mutual Insurance Company.
- KIRKLAND & VON SACHS, NEW YORK.
  - a. Letter from Kirkland & Von Sachs, presenting—b. Memorial; c.
     Affidavit of Mr. Von Sachs; d. Affidavit of Louis Philipp Siebert.
- R. W. ROPES & CO.
  - a. Letter from Townsend Scudder, presenting—b. Statement of facts; c. Bill of lading; d. Two invoices; e. pro forma account of sales.

### CONTEST.

Ship Contest of New York; about 1,098 tons burden. Frederick George Lucas, master. Edward H. R. Lyman, Abner A. Low, and Josiah O. Low, copartners,  $\frac{1}{32}$ ; Lucius Hyde, jr.,  $\frac{1}{32}$ ; Ann D. B. Low,  $\frac{2}{32}$ ; Thomas Vernon,  $\frac{1}{32}$ ; Edward A. Low,  $\frac{4}{32}$ , all of the city and State of New York; Joseph L. Robert,  $\frac{1}{32}$ , of Rye, New York; Nathaniel B. Palmer,  $\frac{4}{32}$ , of Stonington, Connecticut; and William Henry King,  $\frac{4}{32}$ , of Newport, Rhode Island, owners. Sailed October 14, 1863, from Kanagawa, Japan, with general cargo, for New York. On November 11, 1863, in latitude  $5^{\circ}$  14' south, longitude 106° 50' east, and about fifty-eight miles from Batavia, was captured and burned, with cargo, by the Alabama.

Total claims filed, \$42,865 97.

OWNERS.		
Value of ship	\$45,000,00	
Less insurance	18, 500 00	
		<b>\$26,500 00</b>
Loss of cargo	30, 522 38 20, 000 00	`
2000 1834148000000000000000000000000000000000		10,522 38
		37,022 38
F. G. LUCAS, (MASTER.)  Loss of personal property		\$4,638 00

# Contest-Courser.

E. A. THORNDYKE.  Loss of property(Mexican dollars)	\$180 59
JAMES H. CROMWELL. Loss of personal effects	\$1,025 00

# List of papers.

# OWNERS, WILLIAM MARVIN, FOR.

- a. Letter from William Marvin, attorney, New York, presenting—
   b. Statement of William Marvin; c. Certified copy of marine protest of master; d. Copy of freight list; c. Certified copy of register.
- F. G. LUCAS, (MASTER.)
  - a. Statement of articles lost verified.
- E. A. THORNDYKE.
  - a. Letter from Oliver Bryan, New York, presenting—b. Certificate
    of George S. Fisher, United States consul; c. Affidavit of E. A.
    Thorndyke; d. Invoice.

### JAMES H. CROMWELL.

a. Letter from A. M. Bigelow, New York, presenting—b. Affidavit of James H. Cromwell; c. Affidavit of William E. Wagner, identifying J. H. Cromwell.

### COURSER.

Schooner Courser of Provincetown, Massachusetts; 121 tons burden. Silas S. Young, master. Silas S. Young,  $\frac{1}{5}$ , Henry Cook,  $\frac{1}{14}$ , Samuel Cook,  $\frac{1}{5}$ , Isaac F. Mayo,  $\frac{1}{16}$ , Alfred Cook,  $\frac{3}{16}$ , Eleazer Young,  $\frac{1}{16}$ , Thomas Lewis,  $\frac{1}{16}$ , all of Provincetown; John James,  $\frac{3}{12}$ , Leonard McKenzie,  $\frac{1}{16}$ , all of Essex. Sailed from Provincetown, Massachusetts, on 12th March, 1862, on a whaling voyage to the North Atlantic Ocean. On 17th September, 1862, when near the island of Flores, was captured and burned by the Alabama.

Total claims filed, \$12,462 53.

Claims.		
OWNERS AS ABOVE NAMED.		
For loss of vessel	<b>\$10, 233</b> 8	84
SILAS S. YOUNG, PART OWNER.		
For loss of books, charts, quadrant, spy-glass, and	<b>\$</b> 1,059 5	59
clothing	150 (	00
-	1, 209 8	<del>5</del> 9
UNNOV GOOD ON VANUA GOOD AND YOUR DANGED OF DANGE		=

HENRY COOK, SYLVANUS COOK, AND JOS	VATHAN COOK, PART OWNERS.
For loss of outfit	
	2-19-11-2

# Courser-Crenshaw-Dorcas Prince.

# List of papers.

# OWNERS, SILAS S. YOUNG AND OTHERS.

a. Letter from Francis A. Perry, attorney, transmitting—b. Sworn memorial of owners; c. Protest of master and mate; d. Certified copy of register; e. Letter from attorney.

# CRENSHAW.

Schooner Crenshaw of New York, of  $278\frac{6}{9}\frac{5}{9}$  tons burden. William Wilson, master. David B. Turner, owner. Sailed from New York on the 22d of October, 1862, bound to Glasgow, laden with a cargo of wheat and flour. On the 26th following she was captured and burned by the Alabama, after having appropriated a portion of her stores, chronometer, nautical instruments, &c.

Total claims filed, \$27, 474 49.

#### Claims.

# OWNER.

For loss of vessel		
	26, 720	71

# PETER RICE & CO., NEW YORK.

For loss on cargo	<b>\$753</b> 78
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# List of papers ..

#### OWNER.

a. Letter from Edwin M. Daniel, transmitting—b. Sworn memorial of owner;
 c. Certified copy of register;
 d. Copy of freight list;
 e. Certified copy of marine protest of officers.

# PETER RICE & CO., NEW YORK.

a. Letter from Peter Rice & Co., transmitting—b. Invoice; c. Bill of lading.

### DORCAS PRINCE.

Ship Dorcas Prince of New York; 700 tons burden. Frank B. Melcher, master. Sailed from New York 13th March, 1863, with general cargo, for Shanghai, China. On 26th April, 1863, latitude 7° 35′ south, longitude 31° 30′ west, was captured and burned by the Alabama.

Total claims filed, \$58, 814 60.

# Claims.

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### Dorcas Prince.

ATLANTIC MUTUAL INSURANCE COMPANY, NEW YORK.	
Insurers on cargo for N. L. & G. Griswold	<b>\$12,000 00</b>
Insurers on cargo for Brooks Brothers	276 00
Insurers on cargo for H. W. Gray	750 00
	13,026 00
CHINA MUTUAL INSURANCE COMPANY, BOSTON.	
Insurers on vessel for N. L. & G. Griswold	<b>\$6,000 00</b>
Insurers on freight for N. L. & G. Griswold	\$6,000 00 5,000 00
	11,000 00
FRANKLIN INSURANCE COMPANY, BOSTON.	
Insurers on property for Alexander Beal	<b>\$750 00</b>
BOYLSTON FIRE AND MARINE INSURANCE COMPANY, BOSTON.	
Insurers on vessel for Nathaniel L. Griswold and George	
Insurers on vessel for Nathaniel L. Griswold and George Griswold	<b>\$</b> 5,500 00
Insurers on vessel for Nathaniel L. Griswold and George	
Insurers on vessel for Nathaniel L. Griswold and George Griswold	<b>\$</b> 5,500 00
Insurers on vessel for Nathaniel L. Griswold and George Griswold	\$5,500 00 5,000 00
Insurers on vessel for Nathaniel L. Griswold and George Griswold	\$5,500 00 5,000 00 10,500 00
Insurers on vessel for Nathaniel L. Griswold and George Griswold	\$5,500 00 5,000 00
Insurers on vessel for Nathaniel L. Griswold and George Griswold	\$5,500 00 5,000 00 10,500 00 \$5,000 00 5,000 00
Insurers on vessel for Nathaniel L. Griswold and George Griswold	\$5,500 00 5,000 00 10,500 00 \$5,000 00
Insurers on vessel for Nathaniel L. Griswold and George Griswold	\$5,500 00 5,000 00 10,500 00 \$5,000 00 5,000 00
Insurers on vessel for Nathaniel L. Griswold and George Griswold Insurers on freight for same parties  COLUMBIAN INSURANCE COMPANY, NEW YORK. Insurers on freight for N. L. & G. Griswold Insurers on vessel for same parties	\$5,500 00 5,000 00 10,500 00 \$5,000 00 5,000 00

# List of papers.

NEW ENGLAND MUTUAL MARINE INSURANCE COMPANY, BOSTON.

For loss paid N. L. & G. Griswold:

a. Sworn memorial;
 b. Two certified copies of policies of insurance;
 c. Certified copy of marine protest;
 d. Copy of receipt of amount of insurance.

ATLANTIC MUTUAL INSURANCE COMPANY, NEW YORK.

General papers:

a. Statement of facts; b. Certified copy of marine protest.

For loss paid N. L. & G. Griswold:

a. Assignment of claim; b. Bill of lading.

For loss paid Brooks Brothers:

a. Assignment of claim; b. Bill of lading.

For loss paid H. W. Gray:

a. Assignment of claim; b. Bill of lading.

CHINA MUTUAL INSURANCE COMPANY, BOSTON.

For loss paid N. L. & G. Griswold:

a. Sworn memorial; b. Two policies of insurance; c. Certified copy of register; d. Certified copy of clearance.

#### Dorcas Prince-Dunkirk.

FRANKLIN INSURANCE COMPANY, BOSTON.

For loss paid Alexander Beal:

a. Sworn memorial; b. Certified copy of policy of insurance; c. Certified copy of assignment of claim; d. Certified copy of invoice; e. Certified copy of bill of lading.

BOYLSTON FIRE AND MARINE INSURANCE COMPANY, BOSTON.

For loss paid N. L. & G. Griswold:

a. Sworn memorial; b. Two policies of insurance.

COLUMBIAN INSURANCE COMPANY, NEW YORK.

For loss paid N. L. & G. Griswold:

- a. Sworn memorial; b. Two certified copies of policies of insurance;
- c. Two assignments of claim; d. Certified copy of register; e. Two notifications of claim.

# FRANK B. MELCHER, (MASTER.)

a. Sworn memorial; b. Memorandum of loss sustained; c. Marine protest.

# DUNKIRK.

Total claims filed, \$39,882 24.

### Claims.

OWNERS, C. & E. J. PETERS, $\frac{1}{6}$ .  Loss of vessel, (above insurance)	<b>\$</b> 7, 000 650	
	7, 650	00
ATLANTIC MUTUAL INSURANCE COMPANY, NEW YORK. Insurers on cargo, for Giro & Francia	<b>\$10, 200</b>	00
GREAT WESTERN INSURANCE COMPANY, NEW YORK. Insurers on vessel, for C. & E. J. Peters	\$8,000	00
SUN MUTUAL INSURANCE COMPANY, NEW YORK. Insurers on freight, for C. & E. J. Peters	<b>\$2,350</b>	00
NEPTUNE INSURANCE COMPANY, BOSTON. Insurers on cargo, for Homer & Sprague	<b>\$</b> 8, 700	00
SHERMAN & WIBERT.  Loss on cargo	<b>\$607</b>	60

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### Dunkirk-Elisha Dunbar.

SAMUEL B. JOHNSON, (MASTER	S	AMUEL	B.	JOHNSON,	(MASTER.
----------------------------	---	-------	----	----------	----------

Loss on freight and personal effects ..... \$1,514 64

SAMUEL R. JOHNSON, IN BEHALF OF HIS MINOR SONS, EDWIN A. AND GEORGE S. JOHNSON.

Loss on personal effects, &c..... \$320 00

JOHN STEVENS, IN BEHALF OF HIS THEN MINOR SON, FRANK STEVENS, (FIRST OFFICER.)

Loss on personal property ..... \$540 00

# List of papers.

#### OWNERS.

a. Letter of Henry Atkinson for C. & E. J. Peters; b. Sworn memorial; c. Testimony of F. A. Datton; d. Affidavit of Thomas D. Taylor, marine inspector, relative to value of vessel; e. Affidavit of A. Frederick S. Means, relative to value of vessel; f. Affidavit of John W. Jones, relative to value of vessel; g. Policy of insurance, indorsed as paid; h. Certified copy of register; i. Certified copy of marine protest of master.

ATLANTIC MUTUAL INSURANCE COMPANY, NEW YORK.

For loss paid Giro & Francia:

a. Letter of J. D. Jones, president; b. Statement of facts of Townsend Scudder, attorney; c. Certified testimony of Joseph C. Chapman, secretary; d. Bill of lading; c. Assignment of Giro & Francia; f. Copy of policy of insurance.

GREAT WESTERN INSURANCE COMPANY, NEW YORK.

For loss paid C. & E. J. Peters:

a. Sworn memorial of the president.

SUN MUTUAL INSURANCE COMPANY, NEW YORK.

a. Sworn memorial of the president.

NEPTUNE INSURANCE COMPANY, BOSTON.

a. Sworn memorial of the president; b. Certified copy of policy of insurance, with receipt of payment indorsed; c. Certified copy of invoice and bill of lading.

# SHERMAN & WIBERT.

a. Letters; b. Sworn memorial; c. Copy of bill of lading; d. Affidavit of Captain Samuel B. Johnson.

SAMUEL B. JOHNSON, MASTER, AND HIS THEN MINOR SONS.

a. Letter of Samuel B. Johnson, presenting-b. Sworn memorials.

JOHN STEVENS FOR HIS THEN MINOR SON, FRANK STEVENS.

a. Letter of John Stevens; b. Certified testimony of Samuel B. Johnson, master; c. Certified list of family.

### ELISHA DUNBAR.

Bark Elisha Dunbar of New Bedford; 257\frac{10}{9}\frac{1}{3}\text{ tons burden.} David R. Gifford, master. Owners: William Watkins, \frac{1}{16}\text{, Edward \cdot C. Jones \cdot \frac{1}{2}\text{,} \cdot \frac{1}{2}\text{,}

### Elisha Dunbar.

Caleb Authony,  $\frac{1}{16}$ , George H. Dunbar,  $\frac{2}{16}$ , Ann H. Dunbar,  $\frac{1}{16}$ , George D Watkins,  $\frac{1}{16}$ , all of New Bedford, and Benjamin Ellis,  $\frac{1}{16}$ , of Fairhaven, all of Massachusetts. Sailed from New Bedford 25th August, 1862, bound on a whaling voyage. On 18th September following, in latitude 39° 50′ north, longitude 35° 20′ west, was captured and burned by the Alabama. Total claims filed. \$150, 894, 65.

Total claims filed, \$150, 894 65.		
Claims.		
OWNERS.		
Loss on vessel		00
Loss on outfits and appurtenances	24, 000 4, 095	00
Loss on 65 barrels sperm oil	4, 095	00
Damages accruing by reason of breaking up voyage	88, 200	00
	128, 295	00
DAVID R. GIFFORD, (MASTER,) NEW BEDFORD, MASSACHUSSE	TTS.	
Loss of personal effects, &c		00
noss of personal encous, do		
BENJAMIN F. KEITH, (THIRD OFFICER,) WORCESTER, MASSAC	CHUSSETT	S.
Loss of personal effects, &c		
- ,		==
MUTUAL MARINE INSURANCE COMPANY, NEW BEDFORD.		
Insurers on vessel and outfit:		
For Benjamin Ellis		
For Edward C. Jones		00
For William Watkius	. 3,500	00
For George D. Watkins	. 1,500	00
	12,875	00
UNION MUTUAL MARINE INSURANCE COMPANY, NEW BEDFOR		
Insurers on vessel and outfit:		
For George H. Dunbar	. \$3,000	00
For William Watkins	. 4,000	00
For Ann H. Dunbar		00
	8,500	00

# List of papers.

#### OWNERS.

a. Sworn memorial; b. Certified copy of protest; c. Certified copy of register; d. Certified copy of clearance; c. Certified copy of manifest.

# DAVID R. GIFFORD, (MASTER.)

a. Letter from W. W. Crapo, transmitting—b. Claimant's sworn statement of facts.

### BENJAMIN F. KEITH, (THIRD OFEICER.)

a. Letter from W. Crapo, transmitting—b. Claimant's sworn statement of facts.

# MUTUAL MARINE INSURANCE COMPANY, NEW BEDFORD.

a. Sworn memorial of Henry Taber, president; b. Copies of four policies of insurance in favor of Benjamin Ellis, Edward C. Jones, William Watkins, and George D. Watkins.

# Elisha Dunbar-Emma Jane.

# UNION MUTUAL MARINE INSURANCE COMPANY, NEW BEDFORD.

a. Sworn memorial of Thomas S. Hathaway, president; b. Copies of three policies of insurance in favor of George H. Dunbar, William Watkins, and Ann H. Dunbar.

# EMMA JANE.

Ship Emma Jane of Bath, Maine; 1,09642 tons burden. F. C. Jordan, master. David C. Magoun and others, owners. Sailed from Bombay 6th January, 1864, in ballast, bound for Amherst. On 14th same month, in latitude 86° north, longitude 76° 10′ east, was captured and burned by the Alabama.

Total claims filed, \$95, 557 34.

AND THE TRAIN

OWNERS.

### Claims.

OWNERS	
Loss of vessel, (exclusive of insurance)	<b>\$</b> 24, <b>10</b> 3 25
Loss of charter	26, 437 29
Loss of stores	1, 936 00
Loss of personal effects of master	1,452 00
Loss of personal effects of mates	<b>'968-0</b> 0
Loss of personal effects of twenty seamen	1,936 00
	56, 832 54
FRANCIS C. JORDAN, (MASTER.)	
Loss of personal effects and instruments	<b>\$900 00</b>
Loss of personal effects of wife	300 00
Loss of wages—seven months'	700 00
Loss of commission on charter	1,324 80
Expenses home with family	1,500 00
	4,724 80
COLUMBIAN INSURANCE COMPANY, NEW YORK.	
Insurers on vessel for J. E. Downell	<b>\$4,000</b> 00
Insurers on vessel for Magoun & Clapp	5,000 00
Inquirers on veggel for Magoun & Clary	
Insurers on vessel for Magoun & Clapp	10,000 00
Insurers on vessel for Magoun & Clapp	10,000 00
Insurers on vessel for C. C. Duncan	5,000 00
	34,000 00

# List of papers.

a. Statement of facts and claim by David C. Magoun, owner and managing agent for other owners; b. Certificate of age, C. C. Duncan; c. Certified copy of register; d. Certified copy of marine protest of officers; e. Certified copy of charter; f. Power of attorney; g. Bill of sale; h. Letter from C. C. Duncan, stating claim of officers and seamen; i. Letter from David C. Magoun, transmitting—j. Certified copy of marine protest of officers.

# Emma Jane-Express.

FRANCIS C. JORDAN, (MASTER.)

a. Letter of Lawson & Walker, presenting claim.

COLUMBIAN INSURANCE COMPANY, NEW YORK.

General papers:

a. Letter from Townsend Scudder, attorney, transmitting—b. His statement of facts and claim, verified by affidavits of George A. Osgood and Cyrus Curtis; c. Certified copy of marine protest of officers; d. Certified copy of register.

For loss paid J. E. Downell:

a. Certified copy policy of insurance.

For loss paid C. C. Duncan:

a. Policy of insurance; b. Notification of claim.

For loss paid Magoun & Clapp:

a. Policy of insurance; b. Notification of claim.

For loss paid Magoun & Clapp:

a. Policy of insurance; b. Notification of claim.

# EXPRESS.

Ship Express of Boston, Massachusetts, 1,072 tons burden. William S. Frost, master. Owned by William S. Frost, 1; Supply C. Thwing, both of Boston, 1; Frederick W. Ferwald, deceased, Portsmouth, (Ellen P. Ferwald, administratrix,) 1; Washington Williams, of Portsmouth, deceased, (Daniel Marcy, of Portsmouth, Charlotte A. Williams, and Lyman B. Jewell, of Boston, trustees,) &; William Pettigrew, of Portsmouth, deceased, (Mary E. Pettigrew, of Portsmouth, administratrix,) 1; Daniel Marcy, of Portsmouth, 1, and Richard Jenness, part owner. Sailed from the Chincha Islands, 5th March, 1863, loaded with guano, and bound to Antwerp. On 6th July, 1863, in latitude 29° south, lon-gitude 31° 40′ west, was captured and burned with her cargo, by the Alabama.

**Total claims filed**, \$76,108 75.

Claims.		
OWNERS.		
Supply C. Thwing: loss on vessel and freights above insurance		50
freight, above insurance	1, 761	25
Lyman B. Jewell, (trustee:) loss on vessel and freight, above insurance	4, 761	25
Wm. S. Frost: loss on vessel, freight, and primage	4,761 $12,561$	25
Mary E. Pettigrew, (administratrix:) loss on vessel and freight, above insurance	4, 761	25
Daniel Marcy: loss on vessel and freight, above insurance	4, 761	25
	42, 128	75

CHINA MUTUAL INSURANCE COMPANY, BOSTON.

Insurers on vessel and freight for Ellen P. Fernald... \$9,000 00

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# Express.

BOYLSTON FIRE AND MARINE INSURANCE COMPANY, BOSTON. Insurers on vessel for L. B. Jewell	<b>\$6,000</b>	00
NEW ENGLAND MUTUAL MARINE INSURANCE COMPANY. Insurers on vessel for Supply C. Thwing	<b>\$8,000</b>	00
WASHINGTON INSURANCE COMPANY, BOSTON.  Insurers on vessel and freight for Richard Jenness  Insurers on vessel for Daniel Marcy	\$4,000 6,000	00 00
	10,000	00
JAMES CRAWFORD, (CHIEF OFFICER,) BRIGHTON, MASSACHUS Loss of personal effects, wages, &c	ETTS. \$980	00

# List of papers.

#### OWNERS.

General papers:

a. Letter of attorney transmitting claims of owners; b. Sworn memorial of Supply C. Thwing; c. Affidavit of Richard Baker and Eb'n Davis, marine inspectors, relative to value of vessel; d. Certified copy of charter-party; c. Affidavit of S. C. Thwing, relating to the amount of freight to be earned by the vessel; f. Sworn memorial of S. C. Thwing, attorney for William S. Frost; g. Sworn memorial of Ellen P. Fernald; h. Certificate of appointment of Lyman B. Jewell, (trustee;) j. Certificate of appointment of Lyman B. Jewell and others as trustees; k. Sworn memorial of Mary E. Pettigrew, (administratrix;) l. Certificate of appointment of Mary E. Pettigrew as administratrix; m. Sworn memorial of Daniel Marcy.

# CHINA MUTUAL INSURANCE COMPANY.

For loss paid Ellen P. Fernald:

a. Sworn memorial of Francis Bacon, president; b. Policy of insurance; c. Certified copy master's extended marine protest before Consul Morse at London; d. Certified copy of register; c. Certified copy of Ellen P. Fernald's appointment as administratrix.

### BOYLESTON FIRE AND MARINE INSURANCE COMPANY.

For loss paid L. B. Jewell:

a. Sworn memorial of J. W. Balch, president; b. Policy of insurance, on which is indorsed attested copy of L. B. Jewell's receipt in full for amount of insurance; c. Assignment of claim to Boyleston Fire and Marine Insurance Company.

# NEW ENGLAND MUTUAL MARINE INSURANCE COMPANY.

For loss paid Supply C. Thwing:

a. Attorney's letter transmitting—b. Sworn memorial of Osborne Howes, acting president; d. Certified copy of policy of insurance, on which is indorsed copy of S. C. Thwing's receipt in full for amount of insurance.

OWNERS.

# Express-Golden Eagle.

WASHINGTON INSURANCE COMPANY, BOSTON.

General papers:

a. Sworn memorial of Isaac Sweetser, president; b. Certified copy the master's extended marine protest before Consul Morse at London.

For loss paid Richard Jenness:

a. Certified copy of policy of insurance; b. Assignment of claim.

For loss paid Daniel Marcy:

- a. Certified copy of policy of insurance; b. Assignment of claim. JAMES CRAWFORD.
  - a. Letter of claimant, transmitting-b. Sworn statement of facts.

# GOLDEN EAGLE.

Ship Golden Eagle of Boston, Massachusetts; 1,120 \( \frac{6}{2} \) tons burden. Edward A Swift, master. Prior to the capture of the vessel up to September, 1862, her owners were as follows: Edward Mott Robinson, of Boston, \( \frac{1}{24} \); Robert F. Gardner, of Nantucket, \( \frac{1}{24} \); John A. McGaw, of New York, \( \frac{6}{24} \), and Denning Jarves, of Boston, \( \frac{2}{4} \). On September 4, 1862, Denning Jarves transferred his \( \frac{1}{24} \) ownership of vessel, by registered bill of sale, to Harriet L. Howard, executrix of Benjamin Howard's estate, and whose claim is at present represented by A. P. Howard, administrator. On the 31st of June, 1865, Henry A. Barling and Abner H. Davis were appointed executors of Edward Mott Robinson, then recently deceased. Present claimants for vessel and frieght: Barling & Davis, of New York, executors of the Robinson estate, \( \frac{1}{24} \); Robert F. Gardner, of Nantucket, \( \frac{1}{24} \); John A. McGaw, of New York, \( \frac{5}{24} \); A. P. Howard, administrator of Benjamin Howard's estate, \( \frac{4}{24} \). The vessel sailed from Howland's Island for Cork, on November 23, 1862, laden with guano. On February 21, 1863, in latitude 29° 17' north, longitude 45° 15' west, was captured and burned with her cargo, by the Alabama. Total claims filed, \( \frac{\$113}{3}, 522 \) 50.

#### Claims.

Villetino.		
OWNERS OF VESSEL.		
Loss of vessel and freight	<b>\$86,000</b>	00
		===
UNITED STATES GUANO COMPANY, NEW YORK.		
Loss on cargo	<b>\$</b> 27, 522	50

# List of papers.

a. Statement of E. M. Robinson, H. L. Howard, and John A. McGaw, as to loss of vessel and freight; b. Certified copy of marine protest; c. Letter of Townsend Scudder, attorney, presenting—d. Sworn statement of facts of Henry A. Barling, executor of estate of Edward Mott Robinson, deceased; c. Certified copy of marine protest of master; f. Certified copy of clearance of vessel from San Francisco; g. Certified copy of letters testamentary to Henry A. Barling and A. H. Davis, executors; h. Certified copy of register of vessel; i. Letter of A. P.

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# Golden Eagle-Golden Rule.

Howard, administrator, relative to purchase of Denning Jarves's  $\frac{4}{44}$  ownership; j. Letter of A. P. Howard, administrator, transmitting—k. Bill of sale of registered vessel, conveying Denning Jarves's  $\frac{4}{44}$  ownership of vessel to Harriet L. Howard, administratrix of Benjamin Howard.

UNITED STATES GUANO COMPANY, NEW YORK, (SOLE OWNERS OF CARGO.)

a. Letter of G. W. Benson, secretary of said company, transmitting—b. Sworn statement of president and secretary of said company.

#### GOLDEN RULE.

Bark Golden Rule of New York;  $254\frac{70}{95}$  tons burden. P. H. Whitebery, master. Panama Railroad Company, owners. Sailed from New York for Aspinwall January 17, 1863, with general cargo. On January 26, 1863, forty-five miles from Cape Tibburn, Hayti, in latitude 17° 45′ north, longitude ——, was captured and burned with her cargo, by the Alabama.

Claims.

Total claims filed, \$82,036 47.

Ctatms.		
OWNERS.  Loss on vessel and freight  Loss on cargo	\$16,000 1,406	00 00
	17, 406	00
NEPTUNE INSURANCE COMPANY, BOSTON. Insurers on cargo for William Hayden, jr	\$2,000	00
MERCANTILE MUTUAL INSURANCE COMPANY, NEW YORK. Insurers on cargo for John Gihon	\$830 910	
•	1,740	00
COLUMBIAN INSURANCE COMPANY, NEW YORK. Insurers on cargo for Ribon & Munoz	<b>\$9,020</b>	00
COMMERCIAL MUTUAL INSURANCE COMPANY, NEW YORK. Reinsurers on cargo for Orient Mutual Insurance Company, (Frederick Probst)	<b>\$666</b> 728	
	1,394	
UNION MUTUAL INSURANCE COMPANY, NEW YORK.  Reinsurers on cargo for Orient Mutual Insurance Company, (Frederick Probst)	\$667	
SUN MUTUAL INSURANCE COMPANY, NEW YORK.		=

# LOSSES BY THE ALABAMA.

# Golden Rule.

PACIFIC MUTUAL INSURANCE COMPANY, NEW YORK. Insurers on cargo for John Keeler	<b>\$800</b>	00
GREAT WESTERN INSURANCE COMPANY, NEW YORK. Insurers on cargo for Schepeler & Co	<b>\$</b> 2,950	00
ATLANTIC MUTUAL INSURANCE COMPANY, NEW YORK.  Insurers on cargo for Handy & Hoadly.  Insurers on cargo for Dunbar, Hobart & Co.  Insurers on cargo for Marcial & Co.  Insurers on cargo for Lanman & Kemp  Insurers for cargo for Herques & Maseras.  Insurers on cargo for Ferd. Maas.	\$4, 035 758 2, 200 654 40 225 7, 912	00 00 00 00 00
NEW YORK MUTUAL INSURANCE COMPANY, NEW YORK. Insurers on cargo for R. Irvin and others		00
EDER & HERMANOS, PANAMA, NEW GRENADA.  Loss on cargo	<b>\$</b> 789	20
GREGORIO DOMINQUEZ, NEW YORK.  Loss on cargo	<b>\$544</b>	35
JOHN DOCKENDORFF, LIMA, PERU, (SUCCESSOR TO HEVNER DORFF.)		
Loss on cargo, freight, and profits	<b>\$6, 270</b>	01
PACIFIC MAIL STEAMSHIP COMPANY, NEW YORK.  Loss on cargo	<b>\$</b> 6, 237	
A. D. MOORE & CO., LIMA, PERU. Loss on cargo		
SOLOMON AND ALEXANDER RICH, NEW YORK AND SAN FRAN Loss on cargo		
TAY, BROOKS & BACKUS, SAN FRANCISCO.  Loss on cargo	<b>\$</b> 2, 146	10
CHARLES G. HOOKER, SAN FRANCISCO. Loss on cargo	<b>\$</b> 1,616	85
MAIN & WINCHESTER, SAN FRANCISCO.  Loss on cargo and profits	\$4, 134	51
JANSON BOND & CO., SAN FRANCISCO, (BY CHARLES W. BOND, Loss on cargo	<b>\$</b> 3, 353	66

# Golden Rule.

P. H. WHITEBERY, MASTER, NEW YORK.		
Loss of personal effects	<b>\$850</b>	00
Loss of personal effects, (mate)	210	00
	1,060	00

# HAYNES & LAWTON.

(NES & LAWTON.	
Loss on cargo and profits, as per invoices of J. Russell & Co. and Rogers & Brothers	4
a co. and hogers a brothers	4

**\$903 06** 

# List of papers.

#### OWNERS.

a. Letter presenting claims; b. Statement of facts; c. Affidavit of master and mate relating to capture; d. Certified copy of register; e. Certified copy of agreement between master and crew; f. Certified copy of crew list; g. Certified copy of manifest; h. Certificate of clearance.

### NEPTUNE INSURANCE COMPANY.

a. Memorial; b. Attested copy of policy of insurance.

# MERCANTILE MUTUAL INSURANCE COMPANY.

General paper:

a. Letter from attorney, transmitting—b. Statement of facts.

For loss paid John Gihon:

a. Certified copy of policy of insurance;
b. Assignment of claim;
c. Affidavit of sole insurance;
d. Invoice and bill of lading.

For loss paid Ferrari & Davis:

a. Certified copy of open policy of insurance; b. Assignment of claim; c. Affidavit of sole insurance; d. Invoice and bill of lading.

# COLUMBIAN INSURANCE COMPANY.

# General paper:

a. Memorial.

For loss paid Ribon & Munoz:

a. Letter of reclamation; b. Memorandum of facts; c. Certified copy of policy of insurance; d. Notice to enter an insurance in above policy; e. Assignment of claim; f. Twelve invoices and eleven bills of lading; g. Notification of claim.

# COMMERCIAL MUTUAL INSURANCE COMPANY.

General papers:

a. Letter transmitting—b. Memorial.

For loss paid Orient Mutual Insurance Company:

a. Memorial; b. Exhibit of reinsurance; c. Invoice and bill of lading; d. Assignment of claim.

For loss paid William H. Knoepfel:

a. Memorial; b. Certified copy of marine protest by master, mate, and seamen; c. Affidavit of sole insurance; d. Assignment of claim; e. Two invoices and two bills of lading.

# UNION MUTUAL INSURANCE COMPANY, NEW YORK.

General papers:

a. Attorney's letter transmitting—b. Printed copy of Union Mutual Insurance Company's charter; c. Memorial.

#### Golden Rule.

For loss paid Orient Mutual Insurance Company:

a. Copy of open policy of insurance; b. Certified copy of Orient Mutual Insurance Company's receipt in full.

SUN MUTUAL INSURANCE COMPANY, NEW YORK.

For loss paid Le Roy & Co.:

a. Memorial.

PACIFIC MUTUAL INSURANCE COMPANY, NEW YORK.

For loss paid John Keeler:

a. Memorial; b. Two bills of lading; c. Copy of invoice; d. Assignment of claim; c. Affidavit of sole insurance.

GREAT WESTERN INSURANCE COMPANY, NEW YORK.

For loss paid Schepeler & Co.:

a. General memorial.

ATLANTIC MUTUAL INSURANCE COMPANY, NEW YORK.

General papers:

a. Letter from president transmitting—b. List of papers; c. Memorial; d. Certified copy of protest by master, mate, and seamen.

For loss paid Handy & Hoadly:

a. Copy of open policy of insurance;
b. Assignment of claim;
c. Seven bills of lading.

For loss paid Dunbar Hobart & Co.:

a. Copy of open policy of insurance;
 b. Assignment of claim;
 c. Bill of lading.

For loss paid Marcial & Co.:

a. Copy of open policy of insurance;
 b. Assignment of claim;
 c. Bill of lading.

For loss paid Lanman & Kemp:

a. Copy of open policy of insurance;
b. Assignment of claim;
c. Two bills of lading.

For loss paid Herques & Maseras:

a. Copy of open policy of insurance;
b. Assignment of claim;
c. Bill of lading.

For loss paid Ferd. Maas:

a. Copy of open policy of insurance;
 b. Assignment of claim;
 c. Bill of lading.

# NEW YORK MUTUAL INSURANCE COMPANY.

General paper:

a. Memorial.

For loss paid Richard Irvin & Co.:

a. Certified copy of assignment of claim; b. Certified copy of invoice; c. Certified copy of bill of lading.

EDER & HERMANOS, (AGENTS, CARTWRIGHT & HARRISON, NEW YORK.)

a. Two letters from agents transmitting—b. Memorial; c. Invoice and bill of lading.

GREGORIO DOMINQUEZ.

a. Letter from attorney transmitting—b. Memorial; c. Letter from attorney transmitting—d. Certificate of naturalization of claimant; c. Invoice and bill of lading.

# Golden Rule-Highlander.

# JOHN DOCKENDORFF, (JAMES H. CAUSTIN, ATTORNEY.)

a. Letter from claimant to H. R. de la Reintree; b. Letter from attorney presenting—c. Statement of loss and list of proof; d. Certified copy of marine protest by master, mate, and seamen; e. Two bills of lading; f. Certified copies of five invoices; g. memorial; h. Sworn certificate of merchants of Lima and Callao, relating to value of property; i. Consul's receipt; j. Sworn certificate of Abraham Wendell; k. Certificates of copartnership; l. Certified copy of power of attorney; m. Certified copy of dissolution of copartnership.

#### PACIFIC MAIL STEAMSHIP COMPANY.

a. Memorial; b. Certified copy of marine protest by master, mate, and seamen; c. Two invoices and one bill of lading.

# A. D. MOORE & CO., (AGENT, J. DRAKE.)

a. Letter from agent transmitting—b. Statement of J. Preston Moore; c. Affidavit of J. Preston Moore; d. Three invoices and one bill of lading.

# SOLOMOM AND ALEXANDER RICH.

a. Letter from agent transmitting—b. Memorial; c. Affidavit of Frederick L. Castle; d. Affidavit of C. T. Hopkins; c. Certified copy of application of Solomon Rich for naturalization; f. Appraisement of merchandise; g. Two bills of lading.

### TAY, BROOKS & BACKUS.

a. Sworn memorial;
 b. Affidavit of Ellis Ayers;
 c. Affidavit of Dwight S. Weaver;
 d. Four receipts;
 e. Bill of lading.

#### CHARLES G. HOOKER.

a. Sworn statement of facts; b. Sworn certificate of L. L. Treadwell & H. L. Caye; c. Invoice and bill of lading.

### MAIN & WINCHESTER.

a. Sworn memorial; b. Affidavit of John Monroe Johnson; c. Ten invoices; d. Bill of lading.

#### JANSON, BOND & CO.

a. Sworn memorial of Chas. W. Bond; b. certificate of Jos. F. Joy relating to shipment of merchandise; c. Sworn schedule of merchandise.

### P. H. WHITEBERY.

a. Letter transmitting—b. Sworn statement of master; c. Certified copy of marine protest by master, mate, and seamen.

### HAYNES & LAWTON.

a. Letter of Lawson & Walker presenting claim.

#### HIGHLANDER.

Ship Highlander of Boston; burden about  $1,049\frac{6}{9}\frac{6}{5}$  tons. J. H. Snow master. Jabez H. Snow of Bucksport, Maine,  $\frac{1}{16}$ ; Joseph P. Ellicott, George H. Peters, and William C. Peters, copartners,  $\frac{2}{16}$ , William O. Peters, Henry H. Peters, and George H. Peters, all of Boston,  $\frac{1}{16}$ , each; Jabez S. Stubbs  $\frac{1}{16}$ , Franklin Spoffard  $\frac{1}{6}$ , Henry Darling  $\frac{1}{16}$ , Enoch

# Highlander.

Barnard 16, and Theodore C. Woodward 16, all of Bucksport, owners. Sailed December 17, 1863, in ballast from Singapore for Akyab, for cargo of rice. On December 26, 1863, being at anchor in the Straits of Malacca, off the North Sand light-ship, was captured and destroyed by the Alabama.

Total claims filed, \$191, 171.

Claims.		
OWNERS.  Loss of vessel  Loss of freight	\$84,000 62,402	00 00
	146, 402	00
COLUMBIAN INSURANCE COMPANY, NEW YORK.  Insurers on vessel for E. D. Peters & Co  Insurers on freight for E. D. Peters & Co	\$15,000 6,000	00
· ·	21,000	00
METROPOLITAN INSURANCE COMPANY, NEW YORK.  Insurers on vessel for E. D. Peters & Co	<b>\$</b> 15,000	00
JABEZ H. SNOW, MASTER.  Loss on cargo, personal effects, &c	<b>\$8,769</b>	00

# List of papers.

# OWNERS.

a. Letter from Bradford & Folger, presenting—b. Sworn memorial of owners; c. Certified copy of register; d. Power of attorney from Henry Darling, Theo. C. Woodman, Henry Darling, administrator, and J. S. Stubbs, to Edward D. Peters & Co.; e. Certified copy of marine protest of master; f. Certified copy of affidavit of Richard Baker and Eben Davis, marine inspectors; g. Certified copy of charter-party.

# COLUMBIAN INSURANCE COMPANY, NEW YORK.

For loss paid E. D. Peters & Co.:

a. Letter from Townsend Scudder, New York, presenting—b. Statement of facts made by himself; c. Certified copy of marine protest of master; d. Certified copy of charter-party; e. Certified copy of register; f. Policy of insurance on freight; g. Policy of insurance on vessel; h. Letter from W. M. Whitney, secretary.

### METROPOLITAN INSURANCE COMPANY, NEW YOKK.

For loss paid E. D. Peters & Co.:

a. Notification of claim.

# JABEZ H. SNOW, MASTER.

a. Letter from Bradford & Folger, presenting—b. Sworn memorial of Jabez H. Snow; c. Affidavit of Charles E. Bradley, boatswain.

# Jabez Snow.

#### JABEZ SNOW.

Ship Jabez Snow of Bucksport, Maine;  $1,073\frac{3}{9}\frac{2}{5}$  tons burden. George W. Guin, master. Owners: Franklin Spofford,  $\frac{1}{9}\frac{6}{6}$ ; Henry Darling,  $\frac{1}{4}$ , and Henry Darling and Theodore C. Woodman, administrators of the estate of Enoch Barnard, all of Bucksport,  $\frac{1}{6}$ ; Charles Upton, of Bangor, Maine,  $\frac{1}{32}$ ; Elias A. Upton, and Theodore C. Woodman, executors of Joseph A. Folsom, late of Bucksport,  $\frac{1}{16}$ ; George H. Peters, William C. Peters, and Joseph P. Ellicott, all of West Roxbury, Massachusetts,  $\frac{1}{4}$ ; Henry D. Brookman and John U. Brookman, copartners, all of New York,  $\frac{1}{6}$ . Sailed from the port of Cardiff, Wales, for the port of Montevideo, on or about April 16, 1863, laden with coal. On the 29th May, 1863, in latitude about 14° 30′ south, longitude 34° west, was captured and burned by the Alabama.

Total claims filed, \$140,008.

#### Claims.

# OWNERS ABOVE MENTIONED.

(H. D. & J. U. Brookman claim  $\frac{1}{6}$  of above, and G. H. Peters and other owners,  $\frac{5}{6}$ .)

Loss of ship and appurtenances  Loss of freight  Loss of charter, partly agreed upon and entered into	\$70,000 00 9,408 00 54,000 00
	133, 408 00
B. GEORGE W. GUIN, MASTER.  Loss of merchandise and personal property	<b>\$3,500 00</b>
Loss of wages and primage upon cargo, and loss of profits upon merchandise	, 3,100 00
	6,600 00

# List of papers.

# GEORGE H. PETERS, WILLIAM C. PETERS, AND JOSEPH P. ELLICOTT.

a. Sworn memorial; b. Power of attorney of owners, in favor of Edward D. Peters & Co.; c. Certified copy of marine protest of master; d. Affidavit of Richard Baker and Ebenezer Davis, marine inspectors, relative to value of vessel; c. Affidavit of George W. Guin, master, relative to freight of cargo; f. Certified charter-party.

### H. D. & J. U. BROOKMAN.

a. Letter transmitting—b. Sworn memorial; c. Certified copy of bill of sale from Jabez Snow; d. Certified bill of sale of Jabez H. Snow and Walter Goodale, executors of testament of Jabez Snow; c. Affidavit of A. A. Barlett, register of the court of probate, Hancock County, Massachusetts; f. Certified bill of sale of Theodore C. Woodman.

### GEORGE W. GUIN, MASTER.

a. Two sworn memorials; b. Certified copy of register.

OWNERS.

### John A. Parks.

# JOHN A. PARKS.

Ship John A. Parks of Hallowell, Maine; of about  $1046\frac{4}{3}\frac{8}{5}$  tons burden. John S. Cooper, master. Henry Cooper, jr.,  $\frac{15}{32}$ , Ellridge F. Rollins,  $\frac{2}{32}$ , Alexander H. Howard,  $\frac{4}{32}$ , James S. Cooper,  $\frac{2}{32}$ , Matilda R. Page,  $\frac{1}{32}$ , all of Hallowell, Maine; Joshua Baker,  $\frac{2}{32}$ , John W. Baker,  $\frac{2}{32}$ , all of Boston, owners. Sailed from New York on 11th February, 1863, bound for Montevideo, laden with cargo of lumber. On 2d March following, and in latitude 29° 15′ north, longitude 38° 20′ west, was captured and burned by the Alabama.

Total claims filed, \$126, 517 50.

#### Claims.

Loss of vessel and appurtenances, exclusive of insur-	<b>4</b> 94 000	ΔΛ
Loss on charter.	\$24,000 42,306	00
	66, 306	00
JOHN J. SPRAGUE, CHIEF MATE, NEW YORK.		
Loss of personal effects	\$747	00
Loss of three months' wages	150	00
	897	00
CHINA MUTUAL INSURANCE COMPANY, BOSTON.		
Insurers on vessel for J. & J. W. Baker	. \$4,000	00
WAGHINGTON INGUDANCE CONTAINS DOCTON		
WASHINGTON INSURANCE COMPANY, BOSTON.	610 F00	00
Insurers on vessel for Henry Cooper, jr	. \$10, 500	<del></del>
SUN MUTUAL INSURANCE COMPANY, NEW YORK.		
Insurers on vessel for Alex. H. Howard and Eldridge F	۲.	
Rollins	. \$6,563	00
Rollins	. 1,200	00
	7, 763	00
NEPTUNE INSURANCE COMPANY, NEW YORK.		
Insurers on cargo for A. H. Howard	. \$6,000	00
11011010 011 011 101 111 111 110 1101 1101 1101		
COLUMBIAN INSURANCE COMPANY, NEW YORK.		
Insurers on vessel for A. H. Howard	. \$7,500	00
Insurers on vessel for Henry Cooper, jr	. 3,938	00
Insurers on advances for Walsh, Carver & Chase	. 3,500	00
	14, 938	00
GREAT WESTERN INSURANCE COMPANY, NEW YORK.		
Insurers on cargo for Nesmith & Sons	\$15,000	00
THEORETE OR ORIGO TOL TICEMINE OF NORD	. 420, 000	50

#### John A. Parks.

WILLIAM O. TALPEY, HALLOWELL, MAINE, CARPENTER.  Loss of personal effects, tools, &c  Loss of three and a half months' wages	\$700 105	
-	805	00
JOHN G. CHASE, HALLOWELL, MAINE, BOATSWAIN.  Loss of personal effects, quadrant, &c  Loss of three months' wages	\$203 105	
• -	308	50

# List of papers.

# JAMES S. COOPER AND OTHERS, OWNERS.

a. Sworn memorial of agent and managing owner; b. Certified copy of register; c. Certified copy of special power of attorney, appointing Joshua Baker agent for owners; d. Certified copy of marine protest of master; c. Certified copy of affidavit of marine inspector as to value of vessel; f. Certified copy of charter; g. Certified copy of clearance.

# JOHN J. SPRAGUE, OF NEW YORK, CHIEF MATE.

a. See papers filed by owners above enumerated, marked "a;"
 b. Certified copy of list of personal effects lost; c. Certified copy of special power of attorney, appointing Joshua Baker, representative.

### CHINA MUTUAL INSURANCE COMPANY, BOSTON.

a. Sworn memorial of president; b. Policy of insurance.

# WASHINGTON IMSURANCE COMPANY, BOSTON.

a. Sworn memorial of president; b. Certified copy of policy of insurance; c. Assignment of claim; d. Certified copy of marine protest of master.

# SUN MUTUAL INSURANCE COMPANY, NEW YORK.

a. Sworn memorial.

# NEPTUNE INSURANCE COMPANY, NEW YORK.

### General papers:

a. Letter from Charles Abert, attorney, transmitting—b. Sworn memorial; c. Printed copy of charter.

# For loss paid A. H. Howard:

a. Certified copy of policy of insurance; b. Certified copy of receipt for payment of insurance.

# COLUMBIAN INSURANCE COMPANY, NEW YORK.

# General papers:

a. Letter from Townsend Scudder, attorney, transmitting—b. Sworn memorial;
 c. Abstract of master's protest;
 d. Certified copy of register.

# For loss paid A. H. Howard:

a. Notification of claim; b. Policy of insurance.

For loss paid Henry Cooper, jr.:

a. Notification of claim; b. Certified copy of policy of insurance

# John A. Parks-Justina-Kate Cory.

For loss paid Walsh, Carver & Chase:

a. Notification of claim; b. Policy of insurance.

GREAT WESTERN INSURANCE COMPANY, NEW YORK.

General paper:

a. Sworn memorial.

WILLIAM O. TALPEY, HALLOWELL, MAINE, CARPENTER.

- a. Letter from A. S. Washburn, transmitting—b. Sworn statement of account.
- JOHN G. CHASE, HALLOWELL, MAINE, BOATSWAIN.
  - a. Letter from A. S. Washburn, transmitting—b. Sworn statement of account.

#### JUSTINA.

Bark Justina of Baltimore; of about  $248\frac{0.0}{9}\frac{0}{5}$  tons burden. James T. Forrest, master. John M. Bandel, owner. While on a voyage from Rio de Janeiro, in latitude south 12° 00', and west longitude 35° 30', was captured and bonded by master of the Alabama.

Total claims filed, \$7,000.

#### Claims.

JOHN M. BANDEL, OWNER OF VESSEL.

For capture and breaking up of voyage..... \$7,000 00

# List of papers.

JOHN M. BANDEL.

a. Letter from John M. Bandel, Baltimore, presenting—b. Sworn memorial; c. Affidavit of James H. Hammond; d. Certified copy of shipper's manifest; e. Certified copy of ship's clearance; f. Certified copy of export manifest; g. Certified copy of register; h. Letter from E. H. Webster, custom-house, Baltimore, inclosingi. Letter from J. M. Bandel, Baltimore.

#### KATE CORY.

Brig Kate Cory of New Bedford;  $132_{0.5}^{6}$  tons burden. Stephen Flanders, master. Owners: Alexander H. Cory,  $\frac{1}{32}$ , John White,  $\frac{2}{32}$ , and Joshua Potter,  $\frac{1}{32}$ , all of Westport; Benjamin C. Smith,  $\frac{1}{32}$ , Stephen Flanders,  $\frac{2}{32}$ , all of Chilmark; Charles T. Bonney,  $\frac{2}{32}$ , Sarah H. Allen,  $\frac{1}{32}$ , William E. Mason,  $\frac{1}{32}$ , James P. and Thomas W. Macomber, administrators upon estate of Paper G. Macomber decreased. upon estate of Perry G. Macomber, deceased,  $\frac{2}{32}$ , all of New Bedford; Solomon White, jr.,  $\frac{1}{3^2}$ , of Middleboro; Abner Potter, jr.,  $\frac{2}{3^2}$ , of Dartmouth; John Kehen, of Boston,  $\frac{1}{3^2}$ , all of Massachusetts; Sylvester Brownell,  $\frac{1}{3^2}$ , of Provide, Rhode Island, and Perry Gifford, of Renselaerville, New York,  $\frac{1}{3^2}$ . Sailed from Bravo on the 13th October, 1862, on a whaling voyage, laden with whaling stores. On the 15th April, 1863, ten miles from the island of Fernando de Noronha, was captured and burned, with her cargo, by the Alabama. Digitized by Google

Total claims filed, \$56,334.

# Kate Cory-Kingfisher.

#### Claims.

OWNERS.		
Loss of vessel and outfit	\$20,000	00
Loss of 150 barrels sperm oil	8, 268	25
Loss of prospective catch of 350 barrels sperm oil	19, 293	
	47, 562	00
STEPHEN FLANDERS, (MASTER,) CHILMARK, MASSACHUSETTS.		
Loss of personal effects, &c	<b>\$</b> 560	00
COMMERCIAL MUTUAL MARINE INSURANCE COMPANY, NEW Insurers on vessel and outfits		
UNION MUTUAL MARINE INSURANCE COMPANY, NEW BEDFOR	======= RD.	_
Insurers on vessel and outfits	<b>\$812</b>	00
MUTUAL MARINE INSURANCE COMPANY, NEW BEDFORD.		
Insurers for Alex. H. Cory on vessel and outfit	<b>\$</b> 3, 150	
Insurers for Perry J. Macomber on vessel and outfit	800	00
	3, 950	00

# List of papers.

#### OWNERS.

- a. Letter of agent, transmitting—b. memorial of Alexander H. Cory, agent and managing owner; c. Certified copy of marine protest of master; d. Attested memorial of said managing owner and other owners; e. Certified copy of register; b. Certified copy of clearance; g. Certified copy of manifest.
- STEPHEN FLANDERS, (MASTER,) CHILMARK.
  - a. Letter from W. W. Crapo, transmitting—b. Claimant's sworn statement of facts.
- COMMERCIAL MUTUAL MARINE INSURANCE COMPANY, NEW BEDFORD.
  - a. Sworn memorial; b. Copy of policy of insurance.
- UNION MUTUAL MARINE INSURANCE COMPANY, NEW BEDFORD.
  - a. Sworn memorial of Thomas S. Hathaway, president; b. Policy of insurance.
- MUTUAL MARINE INSURANCE COMPANY, NEW BEDFORD.
  - · General paper:
    - a. Memorial of Henry Tabor, president.
    - For loss paidAlexander H. Cory:
      - a. Policy of insurance.
    - For loss paid Perry G. Macomber:
      - a. Policy of insurance.

### KINGFISHER.

Schooner Kingfisher of Fairhaven, Massachusetts;  $120\frac{8}{95}$  tons burden. Thomas F. Lambert, master. Owners: Charles H. Tripp,  $\frac{1}{4}$ , Thomas F. Lambert,  $\frac{1}{4}$ , Simpson Jenney,  $\frac{1}{4}$ , Albert Jenney,  $\frac{1}{16}$ , James I. Church

### Kingfisher-Lafayette.

317, all of Fairhaven; James H. Slocum, of Dartmouth, Massachusetts, 317; and Gilbert Hatheway, of New Baltimore, Michigan, 18. Sailed from Fairhaven 21st July, 1861, bound on a whaling voyage. On 23d March, 1863, in about latitude 1° 26′ north, longitude 26° 30′ west, was captured and burned, with her cargo, by the Alabama.

Total claims filed, \$31,952 17.

Claims.	
OWNERS.	•
Loss on vessel	<b>\$7,000</b> 00
Loss on outfits	
Loss on cargo	2,328 00
Loss on prospective profits	12,600 00
	26, 928 00
PACIFIC MUTUAL MARINE INSURANCE COMPANY, NEW BEDFOI Insurers on vessel and outfits for—	RD.
Charles H. Tripp	<b>\$1,200</b> 00
Albert Jenney	300 00
Simpson Jenney	1,600 00
Thomas F. Lambert	1,600 00
	4, 700 00
MUTUAL MARINE INSURANCE COMPANY, NEW BEDFORD.	
Insurers on cargo for Thomas F. Lambert	\$324 17

#### List of papers.

#### OWNERS.

- a. Sworn memorial of owners; b. Certified copy of clearance; c. Certified copy of register; d. Certified copy of manifest.
- PACIFIC MUTUAL MARINE INSURANCE COMPANY, NEW BEDFORD.
  - a. Sworn memorial of Henry F. Thomas, president; b. Three policies of insurance in favor of Charles H. Tripp, Albert and Simpson Jenney, and Thomas F. Lambert.
- MUTUAL MARINE INSURANCE COMPANY, NEW BEDFORD.

For loss paid Thomas F. Lambert:

a. Certified copy of open policy.

#### LAFAYETTE.

Ship Lafayette of New Haven; about 945 tons burden. A. T. Small, master. Owned by Clement H. Soule,  $\frac{1}{32}$ , Enos Soule,  $\frac{1}{32}$ , Francis B. Soule,  $\frac{1}{32}$ , and Alfred T. Small,  $\frac{2}{32}$ , all of Freeport, Maine; and Hinchman S. Soule,  $\frac{3}{62}$ , of New Haven, Connecticut. Sailed October 20, 1862, from New York, with cargo of corn, wheat, and lard, and bound for the port of Belfast, Ireland. When three days out, captured and destroyed by the Alabama.

Total claims filed, \$113, 290 42.

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### Lafayette-Lafayette, 2d.

#### Claims.

OWNERS.	
Loss of vessel	<b>\$80,000 00</b>
Loss of vessel	18, 978 68
•	98, 978 68
ALFRED T. SMALL, MASTER.	
For loss of personal effects	<b>\$</b> 513 25
WILLIAM B. ASTEN, JOSEPH B. HART, JR., AND CHARLES W SURVIVING MEMBERS OF THE FIRM OF B. E. CLARK & C YORK.	CO., OF NEW
Loss on cargo	. \$4,496 70
WM. G. LORD AND A. MANN, NEW YORK.	
Loss on cargo, (each one half)	. \$9,301 79
•	<del>=====</del>

### List of papers.

#### OWNERS.

a. Letter from Clement H. Soule, of Portland, presenting—b. Sworn memorial of owners; c. Certified copy of marine protest of master and first officer; d. Affidavit of Alfred T. Small, swears that the original manifest, clearance, bill of lading, and all other shipping documents, were destroyed by Alabama; e. Copy of outward foreign manifest; f. Certified copy of register; g. Certified copy of power of attorney from Enos Soule and others, to Clement H. Soule; h. Certified copy of marine protest of master.

#### ALFRED T. SMALL, MASTER.

a. Letter from C. M. Davis, of Portland, presenting—b. Sworn memorial of Alfred T. Small, master; c. Memorandum of articles belonging to master.

#### WILLIAM B. ASTIN AND OTHERS.

a. Letter from J. O. Brown, New York, presenting—b. Sworn petition of William B. Asten;
 c. Receipt from Craig & Nicol, shippers.

#### WM. G. LORD AND A. MANN.

a. Letter from Lawson & Walker, attorneys, transmitting—b. Wm.
 G. Lord's sworn statement of loss.

#### LAFAYETTE 2D.

The bark Lafayette. William Lewis, master. J. H. Bartlett & Sons, agents and managing owners. Sailed from New Bedford, Massachusetts, on a whaling voyage, May 20, 1862. On 15th April, 1863, was captured and burnt, within six miles of coast of Fernando de Noronha, by the Alabama.

Total claims filed, \$88, 946.

### Lafayette, 2d.

#### Claims.

OWNERS.		
Loss of cargo, ship and outfit	\$67,291	00
Cash	80	00
Geo. F. Bartlett, trading goods	500	00
Master's clothing, instruments, &c		00
Master's trading goods	700	00
	68, 921	00
MANUFACTURERS' INSURANCE COMPANY, BOSTON.		
Insurers on cargo for J. H. Bartlett & Sons	<b>\$4,000</b>	00
UNION MUTUAL MARINE INSURANCE COMPANY, NEW BEDFOR Insurers on vessel and outfit for Simpson Hart Insurers on vessel and outfit for Leander A. Plummer		
	2, 500	00
MUTUAL MARINE INSURANCE COMPANY, NEW BEDFORD.		
Insurers on vessel and outfit for Wm. Lewis	<b>\$500</b>	00
Insurers on vessel and outfit for J. H. Bartlett & Sons.	4, 500	00
Insurers on vessel and outfit for Chas. E. Allen	. 1, 125	00
Insurers on vessel and outfit for Benj. B. Howard	. 2,000	00
	8, 125	00

Insurers on vessel and outfit for J. H. Bartlett & Sons \$5,400 00

Master's claim forwarded with owners' claim.

### List of papers.

#### OWNERS.

a. Letter of Thos. D. Eliot; b. Sworn memorial; c. Affidavit and claim of master; d. Statement of damage, (minus loss of master;) e. Marine protest.

### MANUFACTURERS' INSURANCE COMPANY, BOSTON.

General papers:

a. Sworn memorial; b. Certified copy of marine protest.

For loss paid J. H. Bartlett & Sons:

a. Certified copy of policy of insurance; b. Oath of J. H. Bartlett & Sons as to value of cargo; c. Certified copy of assignment of claim.

### UNION MUTUAL MARINE INSURANCE COMPANY, NEW BEDFORD.

General paper:

a. Sworn memorial.

For loss paid Simpson Hart:

a. Copy of policy of insurance. For loss paid Leander A. Plummer:

a. Copy of policy of insurance.

### Lafayette, 2d-Lamplighter.

MUTUAL MARINE INSURANCE COMPANY, NEW BEDFORD.

General paper:

a. Sworn memorial.

For loss paid William Lewis:

a. Copy of policy of insurance.

For loss paid J. H. Bartlett & Sons:

a. Copy of policy of insurance.

For loss paid Charles E. Allen:

a. Copy of policy of insurance.

For losses paid Benjamin B. Howard:

a. Copy of policy of insurance.

PACIFIC MUTUAL MARINE INSURANCE COMPANY, NEW BEDFORD.

General paper:

a. Sworn memorial.

Total claims filed, \$27,500.

For loss paid J. H. Bartlett & Sons:

a. Two policies of insurance.

Claim of master:

a. Affidavit of master, with owner's claim.

#### LAMPLIGHTER.

Bark Lamplighter of Boston; about 365 tons burden. Orin V. Harding, master. Owners: Gustavus A. Godbold,  $\frac{2}{64}$ ; Patrick Kidney,  $\frac{2}{64}$ ; Alexander K. Bryer,  $\frac{2}{64}$ ; John L. Badger and Nathaniel Bailey,  $\frac{4}{64}$ ; Nathaniel Delano,  $\frac{4}{64}$ ; Henry Pigeon,  $\frac{2}{64}$ ; Joseph Sargent,  $\frac{2}{64}$ ; Barker B. Kent,  $\frac{4}{64}$ ; Hayden & Cudworth, copartners,  $\frac{4}{64}$ ; John Payne,  $\frac{5}{64}$ ; Samuel Eldridge,  $\frac{2}{64}$ ; Joseph Harding,  $\frac{2}{64}$ ; Myrick M. Kent,  $\frac{1}{64}$ ; Christh. Taylor, 3d,  $\frac{2}{64}$ ; Howes Ryder,  $\frac{1}{64}$ ; Johna G. Bears  $\frac{1}{64}$ ; Clement Kendrick,  $\frac{1}{64}$ ; Elijah W. Carpenter,  $\frac{1}{64}$ ; James Bears,  $\frac{1}{64}$ ; Jonathan Eldridge,  $\frac{1}{64}$ ; Howland, Hinckley & Co.,  $\frac{4}{64}$ ; William A. Caldwell,  $\frac{4}{64}$ ; John W. Caldwell,  $\frac{8}{64}$ ; John J. Kelley,  $\frac{4}{64}$ . Sailed October 9, 1862, from New York for Gibraltar with a cargo of tobacco. On 11th of October, 1862, was captured and destroyed by the Alabama.

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OWNERS.	
Loss of vessel Loss of freight	\$13,875 00 3,780 00
	17,655 00
COLUMBIAN INSURANCE COMPANY, NEW YORK. Insurers on freight for Bassett & Nickerson	\$5,000 00
NEPTUNE INSURANCE COMPANY, NEW YORK. Insurers on cargo for Bassett & Nickerson	<b>\$3,000 00</b>
JOHN PAYNE. For loss of stores and personal effects	<b>\$1,845 00</b>

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### Lamplighter-Lauretta.

### List of papers.

#### OWNERS.

a. Letter from Howland, Hinckley & Co., presenting—b. Sworn memorial of owners;
 c. Certified copy of register;
 d. Certified copy of marine protest of Orin V. Harding and Charles Wheeler;
 e. Letter from C. H. Davis;
 f. Certificate of Ebr. Davis, marine inspector, as to value of vessel.

#### COLUMBIAN INSURANCE COMPANY, NEW YORK.

For loss paid Bassett & Nickerson:

a. Notification of payment of claim; b. Sworn memorial; c. Certified copy of marine protest of master; d. Certificate of John Payne and Z. D. Bassett, jr.; e. Certified copy of receipt from Bassett & Nickerson; f. Affidavit of Lorenzo Nickerson; g. Certified copy of policy of insurance; h. Copy of assignment of claim.

#### NEPTUNE INSURANCE COMPANY, NEW YORK.

For loss paid Bassett & Nickerson:

a. Letter from Charles Abert, attorney, presenting — b. Sworn memorial; c. Printed copy of company's charter; d. Certified copy of policy of insurance; c. Certified copy of receipt of Bassett & Nickerson; f. Certified copy of assignment.

#### JOHN PAYNE.

a. See sworn memorial of owners above enumerated, marked "b."

#### LAURETTA.

Bark Lauretta of Boston; about 284 tons burden. Marshall M. Wells, master. Samuel C. Bailey,  $\frac{1}{8}$ , Marshall M. Wells,  $\frac{1}{8}$ , both of Bristol, Maine; Samuel Lane,  $\frac{1}{8}$ , Joseph Teague,  $\frac{1}{8}$ , and Harriet B. Little,  $\frac{1}{8}$ , administratrix of the estate of Robert M. Little, deceased, and Joel Hurton,  $\frac{1}{8}$ , all of Damariscotta, and William Ropes,  $\frac{1}{4}$ , of Boston, Massachusetts, owners. Sailed 25th October, 1862, from New York for Madeira and Messina, with general cargo. On 28th October was captured and destroyed, with cargo, by the Alabama.

Total claims filed, \$27,950.

#### Claims.

SAMUEL C. BAILEY, MARSHALL M. WELLS, JOSEPH TEAGUE, JOEL HURTON, HARRIET B. LITTLE. AND SAMUEL LANE.

Each owners of one-eighth of vessel...... \$11,250 00

#### WILLIAM ROPES.

Owner of one-fourth of vessel and freight..... \$4,500 00

#### GREAT WESTERN INSURANCE COMPANY, NEW YORK.

Insurers on cargo for Chamberlain, Phelps & Co..... \$12,200 00

#### Lauretta-Levi Starbuck.

### List of papers.

- SAMUEL C. BAILEY AND OTHERS, EACH OWNERS OF ONE-EIGHTH OF VESSEL.
  - a. Affidavit of Samuel C. Bailey, Joseph Teague, Joel Hurton, Harriet B. Little, and Samuel Lane.

#### WILLIAM ROPES.

- a. Letter from John S. Tyler, Boston, presenting—b. Sworn memorial GREAT WESTERN INSURANCE COMPANY, NEW YORK.
  - For loss paid Chamberlain, Phelps & Co.:
    - a. Sworn memorial of president; b. Schedule of claim.

#### LEVI STARBUCK.

Ship Levi Starbuck of New Bedford;  $376\frac{3}{65}$  tons burden. Thomas Mellen, master. Owners: Edward W. Howland,  $\frac{8}{16}$ , Thomas S. Hathaway,  $\frac{1}{16}$ , Caleb Kempton,  $\frac{1}{16}$ , George Barney and Cornelius Howland, jr., executors of Cornelius Howland, deceased,  $\frac{3}{16}$ , George Barney,  $\frac{1}{16}$ , William A. Gordon,  $\frac{1}{16}$ , and Wing Russel,  $\frac{1}{16}$ , all of New Bedford, Massachusetts. Sailed from New Bedford on 28th October, 1862, bound on a whaling voyage to the North Pacific Ocean. On 2d November, 1862, in latitude 35° 40′ north, longitude 66° west, was captured and burned by the Alabama.

Maima

Total claims filed, \$236,672 50.

Claims.		
OWNERS.		
Loss on vessel	<b>\$15,000</b>	00
Loss on outfits and appurtenances	25,000	00
Damage accruing from breaking up voyage	114, 312	50
For loss of whalebone	75, 000	00
	229, 312	50
Insurances effected to the amount of	<b>\$</b> 23, 350	00
GEORGE F. LONG, (THIRD OFFICER,) NEW BEDFORD, MASSACL Loss of personal effects, &c		00
	<b>\$360</b>	00
Loss of personal effects, &c  UNION MUTUAL MARINE INSURANCE COMPANY, NEW BEDFOR Insurers on vessel and outfit for George Barney	<b>\$360</b>	==
Loss of personal effects, &c UNION MUTUAL MARINE INSURANCE COMPANY, NEW BEDFOR	#360 ====================================	00
UNION MUTUAL MARINE INSURANCE COMPANY, NEW BEDFOR Insurers on vessel and outfit for George Barney Insurers on vessel and outfit for Thomas S. Hatha-	\$360 ====== RD. \$1,500	00

Insurers on vessel and outfit for Edward W. Howland. \$16,000 00

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MUTUAL MARINE INSURANCE COMPANY, NEW BEDFORD.

#### Levi Starbuck-Louisa Hatch.

COMMERCIAL MUTUAL MARINE INSURANCE COMPANY, NEW BEDFORD.

Insurers on vessel and outfit for William A. Gordon.. \$1,850 00
Insurers on vessel and outfit for Edward W. Howland. 2,000 00

3,850 00

THOMAS DOUDS, (HARPOONER.)

**\$**7,000 00

### List of papers.

#### OWNERS.

- a. Sworn memorial;
   b. Certified copy of marine protest of master;
   c. Certified copy of register;
   d. Certified copy of clearance;
   e. Certified copy of manifest.
- GEORGE F. LONG, (THIRD OFFICER.)
  - a. Letter from W. W. Crapo, transmitting—b. Claimant's sworn statement of facts.
- UNION MUTUAL MARINE INSURANCE COMPANY, NEW BEDFORD.
  - a. Sworn memorial; b. Copies of two policies of insurance.
- MUTUAL MARINE INSURANCE COMPANY, NEW BEDFORD.
  - a. Sworn memorial; b. Copy of policy of insurance.
- COMMERCIAL MUTUAL MARINE INSURANCE COMPANY, NEW BEDFORD.
  - a. Sworn memorial; b. Copies of two policies of insurance.

#### LOUISA HATCH.

Ship Louisa Hatch of Rockland, Maine; 853\frac{6}{6}\frac{7}{5}\text{ tons burden.} William Grant, master. Charles W. McLoon, \frac{7}{6}\text{, William McLoon, \frac{1}{6}\text{, owners.}} Sailed from Cardiff on 5th March, 1862, bound for Point de Galle, laden with coals. On 4th April, in latitude 3° 13' south, longitude 26° 12' west, was captured by Alabama, her coals transferred to latter, and on 17th was burned.

Total claims filed, \$85,380.

instruments, &c .....

#### Claims.

OWNERS.		
Loss of vessel	<b>\$65,000</b>	00
Loss of provisions	2,000	00
Loss of chronometer		
Loss of freight money	15, 000	00
	82, 250	00
WILLIAM GRANT, (MASTER.)		
For loss of personal effects, furniture, library, nautical		

... \$3,130 00

#### Louisa Hatch-Manchester.

### List of papers.

#### OWNERS.

OWNEDG

a. Letter from agent, transmitting—b. Sworn memorial of claimants;
c. Certificate of ownership;
d. Certified copy of register;
e. Letter from agent, transmitting—f. Certified copy of protest, and extended protest of officers and crew;
g. Statement of amount of loss;
h. Letter from agent.

#### WILLIAM GRANT, (MASTER.)

 Letter from A. S. Rice, transmitting—b. Sworn memorial of master.

#### MANCHESTER.

Ship Manchester of New York; 1,062 tons burden. John Landerskin, master. Owned by Benjamin J. H. Trask, jr.,  $\frac{5}{64}$ , G. D. S. Trask,  $\frac{4}{64}$ , and Joseph Stewart,  $\frac{8}{64}$ . Sailed October 5, 1862, from New York, with general cargo, for Liverpool. On 12th of October was captured and destroyed by the Alabama.

Total claims filed, \$143,305 92.

#### Claims.

Loss of vessel and cargo, above insurance	<b>\$74, 159 60</b>
COLUMBIAN INSURANCE COMPANY, NEW YORK. Insurers on vessel and outfit for B. J. H. Trask, jr	<b>\$10,000 00</b>
NEW YORK MUTUAL INSURANCE COMPANY, NEW YORK. Insurers on vessel	<b>\$</b> 7,500 00
BOYLSTON FIRE AND MARINE INSURANCE COMPANY, BOSTON. Insurers on freight for B. J. H. Trask, jr	<b>\$15,000 00</b>
GREAT WESTERN INSURANCE COMPANY, NEW YORK. Insurers on vessel for B. J. H. Trask, jr	<b>\$25,000 00</b>
NEPTUNE INSURANCE COMPANY, NEW YORK. Insurers on vessel for B. J. H. Trask, jr	\$5,000 00
HENNINGS & GOSLING.	
Loss on cargo	\$6,646 32

#### List of papers.

### OWNERS.

a. Sworn petition of B. J. H. Trask, jr.; b. Affidavit of F. C. Schmidt and others as to value of ship; c. Certified copy of register; d. Certified copy of freight list; e. Certified copy of master's protest; f. Assignment of B. J. H. Trask, jr., to Harriet N. Trask.

#### COLUMBIAN INSURANCE COMPANY, NEW YORK.

General paper:

a. Memorial.

#### Manchester-Martaban.

For loss paid B. J. H. Trask, jr.:

a. Memorial;
 b. Certified copy of policy of insurance;
 c. Statement of facts;
 d. Memorandum;
 e. Certified copy of register;
 f. Assignment of claim;
 g. Affidavit of B. J. H. Trask,
 jr.

NEW YORK MUTUAL INSURANCE COMPANY, NEW YORK.

a. Letter from John H. Earle presenting—b. memorial.

BOYLSTON FIRE AND MARINE INSURANCE COMPANY, BOSTON.

For loss paid B. J. H. Trask, jr.:

a. Sworn memorial; b. Policy of insurance; c. Copy of freight list. GREAT WESTERN INSURANCE COMPANY, NEW YORK.

For loss paid B. J. H. Trask, jr.:

a. Sworn memorial.

NEPTUNE INSURANCE COMPANY, NEW YORK.

For loss paid B. J. H. Trask, jr.:

a. Letter from Charles Abert presenting—b. Sworn memorial;
 c. Certified copy of policy of insurance;
 d. Copy of receipt from B. J. H. Trask, jr.;
 e. Assignment of claim;
 f. Charter of company, (printed.)

HENNINGS & GOSLING.

a. Letter from Charles E. Butler presenting—b. Sworn memorial of Hennings & Gosling.

#### MARTABAN.

Ship Martaban, formerly called the Texan Star;  $707\frac{2}{100}$  tons burden. Samuel B. Pike, master. Samuel Stevens and John Atkinson, both of Boston, George L. Rogers and Samuel B. Pike, both of Newburyport, Massachusetts, sole owners and mortgagees. Sailed from the port of Maulmain December 12, 1863. On 24th of said December, on her voyage to Singapore, she was captured and burned by the Alabama. The amount for which the ship was mortgaged was eighty thousand rupees, at the rate of five per cent. from the 11th December, 1863.

Total claims filed, \$52,922 25.

#### Claims.

OWNERS.		
Loss of vessel, (80,000 rupees)	<b>\$</b> 35, 600	00
SAMUEL B. PIKE, (MASTER.)		==
Loss on personal property	<b>\$2,322</b>	25
ARNOLD OTTO MEYER, PARTNER OF BEHN MEYER & CO.		
Loss on cargo	<b>\$</b> 15 000	00

# OWNERS. List of papers.

a. Sworn memorial; b. Certified copy of mortgage; c. Letter. SAMUEL B. PIKE, (MASTER.)

a. Sworn memorial and protest.

### Martaban—Morning Star—Nora.

#### ARNOLD OTTO MEYER.

a. Copies of letters, and copy of register signed W. Sevemlsed;
 b. Copy of invoice;
 c. Copy of protest signed by A. O. Meyer and A. Logan.

#### MORNING STAR.

Ship Morning Star of Boston. —— Burgess, master. Thomas B. Wales, Nathaniel H. Emmons, Thomas B. Wales, jr., Nathaniel H. Emmons, jr., George W. Wales, and Gardner Brewer, sole owners. Sailed January 9, 1863, from Calcutta for London. On the 23d March, 1863, was captured and bonded by master of the Alabama in the sum of \$61,750 in favor of the so-called Confederate States, payable thirty days after the close of the then existing war in the United States, and was then permitted to proceed on her voyage.

Total claims filed, \$7,744.

#### Claims.

#### OWNERS.

For damage, in sale of vessel, resulting from bond given as above \$7,7

**\$**7,744 00

### List of papers.

#### OWNER.

a. Letter from Thomas B. Wales & Co., presenting—b. Sworn memorial of owners.

#### NORA.

Ship Nora, (burden and port of registry not given.) Charles E. Adams, master. George B. Upton and George B. Upton, jr., owners. Sailed from Liverpool about 15th February, 1863, laden with cargo, under charter of W. N. DeMattos, for Calcutta. When in latitude 1° 23' north, longitude 26° 30' west, was captured by the Alabama, and after sundry stores were removed, was burned on 27th of March, 1863. Total claims filed, \$83,500 00.

#### Claims.

OWNERS.			
Loss of vessel and freight, gold	<b>\$</b> 80 (	000	00
OTTIDING TO I DAMO (MACRED)		==	=
CHARLES E. ADAMS, (MASTER.)			
Loss of salary	<b>\$1</b> , 8	<b>300</b>	00
Loss of personal effects			
Loss of charts, books, and instruments	5	500	00
	3, 8	500	00

### Nora-Nye.

### List of papers.

#### OWNERS.

- a. Note from George B. Upton; b. Letter of George B. Upton, transmitting—c. Sworn memorial of owners.
- CHARLES E. ADAMS, (MASTER.)
  - a. Letter from George B. Upton transmitting—b. Master's account against Great Britain for loss of personal effects, &c., &c.

#### NYE.

Bark Nye of New Bedford, Massachusetts; 211 tons burden. Joseph B. Baker, master. Owners: Abner R. Tucker and Charles S. Cummings, copartners,  $\frac{8}{32}$ ; Charles Taber,  $\frac{4}{32}$ ; Horace W. Emerson,  $\frac{2}{32}$ ; Joseph Wing and William R. Wing, copartners,  $\frac{1}{32}$ ; J. Proctor Snow,  $\frac{1}{32}$ ; Charles H. Howland,  $\frac{1}{32}$ ; Charles Tucker,  $\frac{5}{32}$ ; Daniel Baker,  $\frac{2}{32}$ ; Almy Howland, administrator upon the estate of Frederick S. Howland, deceased,  $\frac{2}{32}$ ; John W. Barker, administrator upon the estate of Joseph P. Barker, deceased,  $\frac{2}{32}$ ; Joseph Wing, administrator upon the estate of Parton Wing, deceased,  $\frac{1}{32}$ ; William Tucker, executor upon the estate of Grace Maxfield, deceased,  $\frac{1}{32}$ ; Judith S. Macombe, administratrix upon estate of Daniel Macombe, deceased,  $\frac{1}{32}$ ; Benjamin B. Church,  $\frac{2}{32}$ . Sailed from St. Helena for New Bedford, July 25, 1862, laden with oil and bone. On the 24th April, 1863, in latitude 5° south, longitude 32° west, was captured and burned by the Alabama.

Total claims filed, \$104,936.

Claims.		
OWNERS.		
Loss of vessel	\$20,000	00
Outfit	10,000	
425 bbls. sperm oil, at \$2 00	26, 774	
140 bbls. whale oil, at \$1 00	4, 410	
Loss by breaking up of voyage, viz, 300 bbls. sperm oil, at \$2 00	18, 900	00
	80, 084	00
MUTUAL MARINE INSURANCE COMPANY, NEW BEDFORD.		
Insurers on vessel and outfit for William Tucker, exe-	****	
cutor	<b>\$160</b>	
Insurers on vessel and outfit for Daniel Baker	1,000	
Insurers on vessel and outfit for Frederick S. Howland.	1,000	00
Insurers on vessel and outfit for Charles Taber	2,250	00
Insurers on vessel and outfit for Charles H. Howland	250	00
Insurers on vessel and outfit for Charles Tucker Insurers on vessel and outfit for William Tucker, execu-	1,000	00
tor	500	00

#### Nye.

COMMERCIAL MUTUAL MARINE INSURANCE COMPANY, NEW BEDFORD.

COMMERCIAL MUTUAL MARINE INSURANCE COMPANY, NEW B	EDFORD.	,
Insurers on prospective profits and outfits for—	<b>A</b> 4 000	
Horace W. Emerson	<b>\$1,000</b>	
Pardon Wing	500	
J. & W. R. Wing	500	
Horace W. Emerson	500	
J. & W. R. Wing	333	
J. & W. R. Wing	333	
Benjamin B. Church	333	
Daniel Baker	333	
Benjamin B. Church	160 300	
Daniel Macombe		
Charles Tucker	1,200 $500$	
J. & W. R. Wing	350	
J. & W. R. Wing Pardon Wing	350	
Joseph B. Barker	1,500	
Charles Tucker	2,000	
William Tucker	1, 250	ሰሰ
William Tucker	1, 200	
·	11, 442	00
NEW ENGLAND MUTUAL MARINE INSURANCE COMPANY, BOSTO Insurers on catchings for Daniel Baker	ON. \$700	00
Insurers on catchings for Joseph B. Barker	1,000	
Insurers on catchings for Frederick S. Howland	650	
insurers on carenings for Frederick S. Howland		
	2,350	00
UNION MUTUAL MARINE INSURANCE COMPANY, NEW BEDFORD	D.	
Insurers on vessel and outfit for Benjamin B. Church		00
Insurers on catchings for Benjamin B. Church		
	2,900	00
PACIFIC MUTUAL MARINE INSURANCE COMPANY, NEW BEDFO. Insurers on catchings for Charles Taber		00
List of papers.		
OWNERS.		
General papers:		
a. Sworn memorial of Abner R. Tucker and others;	b. Certifi	ed

a. Sworn memorial of Abuer R. Tucker and others; b. Certified copy of register; c. Certified copy of manifest; d. Certified copy of clearance; c. Certified copy of marine protest of master; f. Bill of sale.

#### MUTUAL MARINE INSURANCE COMPANY, NEW BEDFORD.

Policies of insurance in favor of each party mentioned in claim.

COMMERCIAL MUTUAL MARINE INSURANCE COMPANY, NEW BEDFORD.

General papers:

a. Sworn memorial of Charles R. Tucker, president; b. Certified copy of marine protest of master; c. Policies of insurance in favor of each party mentioned in claim, and receipt for loss.

### Nye-Ocean Rover.

NEW ENGLAND MUTUAL MARINE INSURANCE COMPANY, BOSTON.

General papers:

a. Sworn memorial of George C. Lord, president; b. Sworn memorial of Abner R. Tucker and others; c. Certified copy of marine protest of master; d. Certified copy of register; e. Certified copy of manifest; f. Certified copy of clearance; g. Policies of insurance, and copies of receipts for amount of insurance paid several parties mentioned in claim.

UNION MUTUAL MARINE INSURANCE COMPANY, NEW BEDFORD.

For loss paid Benjamin B. Church, on vessel and outfits:

a. Sworn memorial of Thomas S. Hathaway, president; b. Copy of two policies of insurance.

PACIFIC MUTUAL MARINE INSURANCE COMPANY, NEW BEDFORD.

For loss paid Charles Taber:

a. Sworn memorial of Henry F. Thomas, president; b. Copy of policy of insurance.

#### OCEAN ROVER.

Bark Ocean Rover of Mattapoisett, Massachusetts; 31333 tons burden. James M. Clark, master. Owners: William Watkins, Edward W. Howland, of New Bedford, Massachusetts, and Franklin Cross, assignees for the benefit of creditors of the estate of Josiah Holmes, jr., and Jonathan H. Holmes, all of Mattapoisett, copartners,  $\frac{41}{128}$ ; Abraham Delano,  $\frac{16}{128}$ ; George Barney,  $\frac{8}{128}$ ; John Sallings and George F. Kingman, copartners,  $\frac{8}{128}$ ; Joseph Wing and William R. Wing, copartners,  $\frac{8}{128}$ ; George R. Taber, all of New Bedford,  $\frac{8}{128}$ ; Nathan H. Barstow and Henry Barstow, copartners,  $\frac{1}{128}$ ; Martin Hali,  $\frac{1}{128}$ ; Joseph Hudson,  $\frac{1}{128}$ ; Ebenezer Jones and James W. Dexter, copartners,  $\frac{1}{128}$ ; James M. Clark, The state of the burned, with her outfits and catchings, by the Alabama.

Total claims filed, \$167,670.

${\it Claims}.$		
OWNERS.  Loss on vessel  Loss on outfits and appurtenances  Loss on 750 barrels sperm oil  Loss on 50 barrels whale oil  Damage accruing from breaking up of voyage	25, 000 47, 250 1, 575	00 00 00
	136, 625	00
JAMES M. CLARK, (MASTER,) PLYMOUTH, MASSACHUSETTS.  Loss of personal effects, &c	\$740	00

Some of owners had effected insurance to the amount of. \$24,710 00

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### Ocean Rover-Ocmulgee.

MUTUAL MARINE INSURANCE COMPANY, NEW BEDFORD. Insurers on vessel for J. Holmes, jr., & Bro Re-insurers on outfit for Fairhaven Insurance Company,	\$4,000 3,210	00 00
	7, 210	00
COMMERCIAL MUTUAL MARINE INSURANCE COMPANY, NEW B	EDFORD.	•
Insurers on vessel and outfit for J. & W. R. Wing & Co	<b>\$2,500</b>	00
Insurers on vessel and outfit for George Barney	1,500	00
Insurers on vessel and outfit for Josiah Holmes, jr., & Brother	2, 500	00
	6, 500	00
UNION MUTUAL MARINE INSURANCE COMPANY, NEW BEDFOR	 D.	
Re-insurers on vessel and outfit for Mutual Marine Insurance Company	<b>\$1,605</b>	00
jr., & Brother	8, 200	00
Insurers on vessel and outfit for Harlow & Le Baron	1,800	00
Insurers on vessel and outfit for James M. Clark	2,000	00
Insurers on vessel and outfit for Martin Hall Insurers on sperm-whale oil and whalebone for assign-	1,000	00
ees of J. Holmes, jr., & Brother	2,000	00
	16, 605	00

#### List of papers.

#### OWNERS, WILLIAM WATKINS, ASSIGNEE OF.

a. Sworn memorial of various owners; b. Certified copy of register; c. Certified copy of clearance; d. Certified copy of manifest.

#### JAMES M. CLARK, (MASTER.)

- a. Sworn marine protest by himself and officers;
   b. Letter from W. W. Crapo, transmitting—c. Claimant's sworn statement of facts.
- MUTUAL MARINE INSURANCE COMPANY, NEW BEDFORD.

  a. Sworn memorial; b. Copies of policies of insurance.
- COMMERCIAL MUTUAL MARINE INSURANCE COMPANY, NEW BEDFORD.
  - a. Sworn memorial; b. Copies of policies of insurance.
- UNION MUTUAL MARINE INSURANCE COMPANY, NEW BEDFORD.
  - a. Sworn memorial; b. Copies of policies of insurance.

#### OCMULGEE.

Ship Ocmulgee of Edgartown, Massachusetts; 459 tons burden. Abraham Osborn, jr., master. Abraham Osborn, jr., and others, owners. Sailed from Edgartown, Massachusetts, on the 2d_of July, 1862, with an outfit for a whaling cruise of forty-eightemonths in the

### Ocmulgee-Olivia Jane.

Atlantic, Pacific, and Arctic Oceans. On the 5th of September, 1862, when fifty miles west-northwest of the island of Pico, was captured by the Alabama; a portion of her stores were transferred to the Alabama, and on the following day was burned.

Total claims filed, \$254, 575.

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<b>\$12,000</b>	00
28,000	
16, 715	00
122, 360	
75, 000	
254, 075	00
<b>\$</b> 500	00
	16, 715 122, 360 75, 000 254, 075

### List of papers.

#### OWNERS.

OTTATEDO

a. Letter from Thomas D. Eliot; b. Letter from the same to the President, transmitting—c. Memorial of agent and managing owner; d. Certified copy of marine protest of officers.

#### RUFUS B. CRISSEY, (SEAMAN.)

a. Letter from claimant, transmitting—b. Memorial and certificate of protection; c. Certificate of clearance and memorandum of property.

#### OLIVE JANE.

Bark Olive Jane of Boston;  $359\frac{9}{03}$  tons burden. Robert Kallock, master. Sailed from Bordeaux for New York on the 24th of January, 1863. On the 21st of February, 1863, in latitude 29° 17' north, longitude 45° 15' west, was captured and burned, with her cargo, by the Alabama.

Total claims filed, \$66,110 41.

Claims.		
MANUFACTURERS' INSURANCE COMPANY, BOSTON. Insurers on cargo for Amos H. Hedgman	<b>\$5,000</b>	00
COLUMBIAN INSURANCE COMPANY, NEW YORK. Insurers on cargo for C. Dord & Co	\$800	00
ATLANTIC MUTUAL INSURANCE COMPANY, NEW YORK.  Insurers on cargo for Willard C. Ward & Co  Insurers on cargo for A. Peugnet	\$1,500 2,250	00 00
	2.750	

3,750 00

#### Olivia Jane.

SUN MUTUAL INSURANCE COMPANY, NEW YORK. Insurers on cargo for C. Meletta & Co Insurers on cargo for C. A. Du Vivier	\$227 492	
	719	66
WM. B. ASTEN, OF AND FOR B. E. CLARK & CO. Loss on cargo	<b>\$</b> 2,069	10
DENISON, BINSSE & CO., NEW YORK. Loss on cargo	<b>\$</b> 771	65
J. H. HODGMAN, (DECEASED.)  Loss on vessel and outfit  Freight list, Bordeaux to New York	\$35,000 15,000	
ROBERT KALLOCK (DECEASED.)	50, 000	00
Loss on instruments and personal effects  Loss of wages for 10 months	\$2,000 1,000	
	3, 000	00

### List of papers.

#### MANUFACTURERS' INSURANCE COMPANY, BOSTON.

For loss paid Amos H. Hedgman:

a. Sworn memorial of Samuel Gould, president;
 b. Certified copy of policy of insurance;
 c. Certified copy of marine protest;
 d. Certified copy of register;
 e. Certified copy of assignment from Amos H. Hedgman;
 f. Certified copy of an assignment from Robert Kallock;
 g. Certified copy of certificate of Richard Barker as to value of vessel.

#### COLUMBIAN INSURANCE COMPANY, NEW YORK.

For loss paid C. Dord & Co.:

a. Copy of policy of insurance; b. Copy of protest of master; c. Bill of lading; d. Notification of claim.

#### ATLANTIC MUTUAL INSURANCE COMPANY, NEW YORK.

a. Certified protest of officer and crew; b. Bill of lading; c. Copy of policy of insurance; d. Assignment.

#### SUN MUTUAL INSURANCE COMPANY, NEW YORK.

a. Sworn memorial of Nathaniel A. Prentiss, president of said insurance company.

#### WM. B. ASTEN OF AND FOR B. E. CLARK & CO.

a. Sworn memorial; b. Receipt of 6,897 three-bushel grain bags, loaned for a voyage.

#### DENISON BINSSE & CO., NEW YORK.

a. Several letters; b. Bill of E. Rouyer & Co., Paris; d. Certified invoice; e. Sworn memorial.

### Olivia Jane-Palmetto-Parker Cook.

- J. H. HODGMAN, (DECEASED.)
  - a. Letter of Lawson & Walker presenting claim.

ROBERT KALLOCK, (DECEASED.)

a. Letter of Lawson & Walker presenting claim.

#### PALMETTO.

Schooner Palmetto of Trenton, Maine; 172 tons burden. Orien H. Leland, master. Eben W. Brazen,  $\frac{1}{8}$ , Warren King,  $\frac{1}{8}$ , Eben H. King,  $\frac{1}{8}$ , Nathan King,  $\frac{1}{16}$ , Louis King,  $\frac{1}{8}$ , Stillman King,  $\frac{1}{16}$ , William Thompson,  $\frac{1}{8}$ , Eben L. Higgins,  $\frac{1}{8}$ , Cornelius Thomas,  $\frac{1}{8}$ , owners. Sailed from New York on the 23d of January, 1863, for Porto Rico, laden with a cargo of provisions. On the 3d of February following, in latitude 27° 20′, longitude 66° 09′, was captured by the Alabama. After sundry stores, charts, books, and nautical instruments had been transferred to the latter she was burned.

Total claims filed, \$12,400.

#### Claims.

ATLANTIC MUTUAL INSURANCE COMPANY, NEW YORK.  Insurers on cargo for Herques & Masseras	<b>\$11,900 00</b>
COLUMBIAN INSURANCE COMPANY, NEW YORK. Insurers on cargo for C. & E. J. Peters	<b>\$</b> 500 00

### List of papers.

ATLANTIC MUTUAL INSURANCE COMPANY, NEW YORK.

a. Letter of vice-president transmitting—b. Memorial by attorney;
c. Bill of lading; d. Assignment; e. Certified copy of protest of officers and crew; f. Statement of facts.

COLUMBIAN INSURANCE COMPANY, NEW YORK.

a. Letter of attorney transmitting—b. Sworn memorial by attorney, verified by affidavit of George A. Osgood, receiver; c. Notification of claim; d. Certified copy of affidavit of master, stating amount of outfit, &c., &c.; e. Certified copy of register; f. Certified copy of charter; g. Insurance policy.

#### PARKER COOK.

Bark Parker Cook of Boston, Massachusetts; 136 tons burden. Thomas M. Fulton, master. Edward Habich, owner. Sailed from Boston on the 13th of November, 1862, for Aux Cayes, with full cargo of merchandise. On the 30th of November, off the east end of the island of St. Domingo, was captured by the Alabama. After having appropriated a portion of her stores, she was burned.

Total claims filed \$26,064 56. Digitized by GOOGIC

### Parker Cook-Rockingham.

#### Claims.

MANUFACTURERS'	INSURANCE W.	COMPANY, BOSTO ARD HABICH.	N, AS	ASSIGNEES	OF	ED-
_	_					

Insurers on vessel	\$9,493 33
And on cargo	14,280 94
And on freight for Edward Habich	1,625 29
Loss of personal effects and expenses of Thomas M.	•
Fulton, master, paid by Edward Habich	665 00
	26,064 56

### List of papers.

### MANUFACTURERS' INSURANCE COMPANY, BOSTON, MASSACHUSETTS.

a. Letter from Samuel Gould, president, transmitting—b. Certified copy of sworn memorial of Edward Habich; c. Certified copy of assignment of Edward Habich to the Manufacturers' Insurance Company; d. Certified copy of extended protest of officers and crew; c. Certified copy of abstract of log of schooner Union, of Baltimore; f. Certified copy of consular charges; g. Certified copies of invoices; h. Certified copy of bill of lading.
 Duplicate copies of the above are on file.

#### ROCKINGHAM.

Ship Rockingham of Portsmouth; about 976 tons burden. Edward A. Gerrish, master. William P. Jones and Albert L. Jones, of Portsmouth, N. H., sole owners. Sailed February 24, 1864, from Carrao with cargo of guano, &c., for Cork. On 23d April, 1864, while in latitude 15° 53′ south, longitude 31° 44′ west, was captured and destroyed by the Alabama.

Total claims filed \$216,955 55.

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#### Claims

Claims.				
OWNERS.				
Loss on vessel	\$90,000	00		
Loss on freight				
Loss on chronometers	1,542	00		
Paid premium	7,031	50		
<del>-</del>			<b>\$173,960</b>	10
Less insurance on vessel			•	
Less insurance on freight	27, 259	<b>50</b>		
			67,259	<b>50</b>
			106, 700	<u>60</u>
				===
EDWARD A. GERRISH, (MASTER.)				
For master's commission on cargo, instr	ruments,	and	l	
passage home, with family	· · · · · · · · ·		. \$6,016	20
Loss on personal effects				

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### Rockingham-Sea Bride.

Loss on personal effects of wife	<b>\$450</b> <b>500</b>	
Less amount insured	8, 754 3, 500	
	5, 254	95
COLUMBIAN INSURANCE COMPANY, NEW YORK.  Insurers on freight for William Jones & Son	<b>\$15,000</b>	00
ATLANTIC MUTUAL INSURANCE COMPANY, NEW YORK.  Insurers on vessel for William Jones & Son	\$40,000 50,000	00
	90,000	00

### List of papers.

#### OWNERS.

a. Letter from John S. Tyler, Boston, presenting—b. Sworn memorial of owners;
c. Certified copy of clearance;
d. Crew list;
e. Certificate of Daniel Moulton, builder, as to value;
f. Certified copy of marine protest of master;
g. Certificate of ownership;
h. Affidavit of ownership and citizenship;
i. Certificate of marine inspectors;
j. Copy of charter-party of ship.

### EDWARD A. GERRISH, (MASTER.)

a. Letter of Lawson & Walker presenting claim.

#### COLUMBIAN INSURANCE COMPANY, NEW YORK.

For loss paid William Jones & Son:

a. Letter from William Whitney, secretary; b. Letter from T. Scudder, New York, presenting—c. Statement of facts; d. Copy of certificate from F. O. French, deputy collector; e. Certified copy of policy of insurance; f. Notification of claim.

#### ATLANTIC MUTUAL INSURANCE COMPANY, NEW YORK.

For loss paid William Jones & Son:

a. Letter from J. D. Jones, president, presenting—b. Statement of facts;
 c. Assignment of William Jones & Son;
 d. Certificate of collector as to there being no mortgage on vessel;
 e. Certificate of value of vessel;
 f. Certified copy of marine protest of master;
 g. Copy of policy of insurance.

#### SEA BRIDE.

Bark Sea Bride of Boston, Massachusetts;  $447\frac{2}{95}$  tons burden. Charles F. White, master. Elisha H. Ryder,  $\frac{4}{64}$ , Caleb Eaton,  $\frac{4}{64}$ , Abiel and Elbridge Choate, copartners,  $\frac{1}{64}$ , Charles F. White,  $\frac{21}{64}$ , of Boston; James Clark,  $\frac{2}{64}$ , Charlestown; David E. Mayo,  $\frac{1}{64}$ , Chelsea; William Currier,  $\frac{2}{64}$ , and Jonathan & James R. Kenniston, copartners,  $\frac{6}{64}$ , Newburyport, Massachusetts; and Zenas D. Bassett, Elisha Bacon, and William Y. Russell, of New York City, copartners,  $\frac{6}{64}$ , owners, Sailed

#### Sea Bride.

from New York on 28th May, 1863, with a general cargo, for the port of Table Bay, Cape of Good Hope. On the 5th of August following, when near her destination, and within three miles of land, as is claimed, was captured by the Alabama, and afterward sold, with her cargo, by the commander of that ship to English residents of Table Bay.

Total claims filed, \$143, 638 12.

#### Claims.

OWNERS.	
Loss of vessel	\$30,000 00 10,500 00
N.	40,500 00
CHARLES F. WHITE, (MASTER.)	
For extra expenses occasioned by his capture, and for loss of employment, personal effects, &c	<b>\$</b> 3,393 00
RUFUS GREENE & CO.	
Loss on cargo Loss by non-arrival of same at destination	\$36, 945 12 8, 500 00
	45, 445 12
(Rufus Greene & Co. claim for full value of cargo, irr partial insurance.)	espective of
COLUMBIAN INSURANCE COMPANY, NEW YORK.	
Insurers on cargo for Rufus Greene & Co	<b>\$</b> 12,000 00
Insurers on vessel and freight for Bassett & Nickerson.	8,000 00
Insurers on vessel and freight for Z. D. Bassett	1,000 00
Insurers on vessel and freight for William Currier	7,000 00
Insurers on vessel and freight for Snow & Ryder	1,300 00
	29, 300 00
MERCANTILE MUTUAL INSURANCE COMPANY, NEW YORK.	
Insurers on cargo for Rufus Greene & Co	<b>\$15,000 00</b>
MERCANTILE MARINE INSURANCE COMPANY, BOSTON.	
Insurers on cargo for Rufus Greene & Co	\$10,000 00 ======

### List of papers.

#### OWNERS.

a. Letter from attorney; b. Letter from attorney, transmitting—c. Sworn memorial of attorney; d. Certified copy of power of attorney; e. Certified copy of letter of administration to Rosena Clark; f. Certified copy of register; g. Certified copies of marine protests of master, and master and mates; h. Marine inspector's certificate as to value of vessel; i. Certified copy of charter-party.

#### CHARLES F. WHITE, (MASTER.)

a. (See papers filed by owners above enumerated as b, c, d, f, g;) b. Claimant's sworn account for loss. Digitized by Google

#### Sea Bride.

RUFUS GREENE & CO., PROVIDENCE, RHODE ISLAND.

a. Letter of claimants, transmitting—b. Sworn memorial of Rufus Greene; c. Sworn copy of invoice; d. Certified copies of marine protests of master, and master and mates; e. Supplements to, and clippings from, Cape Town newspapers.

#### COLUMBIAN INSURANCE COMPANY, NEW YORK.

For losses paid owners on vessel, freight, and cargo:

a. Memorial of receivers, verified by their affidavit.

Loss paid Rufus Greene & Co.:

a. Notification of claim; b. Policy of insurance, with memorandum attached; c. Copies of marine protests of master and master and mates, duly certified, &c.; d. Bill of lading; c. Copy of invoice; f. Affidavit of sole insurance; g. Memorandum statement of claim of insured upon Columbian Insurance Company, for loss; h. Agreement of Rufus Greene & Co. to reimburse Columbian Insurance Company for insurance money paid the former, in case the claim filed by them (Rufus Greene & Co.) against Great Britain shall be paid.

Loss paid Bassett & Nickerson:

a. Notification of claim; b. Two policies of insurance; c. Memorandum statement of claim of assured against company for loss;
 d. Affidavit of sole insurance; c. Certified copy of receipt of amount insured;
 f. Legal opinion as to when insurance money can be properly claimed by the assured.

Loss paid Z. D. Bassett:

a. Notification of claim; b. Policy of insurance; c. Affidavit of sole insurance with memorandum attached; d. Memorandum statement of the assured's claim against company for loss; c. Certified copy of receipt of amount of insurance.

Loss paid Wm. Currier:

a. Notification of claim; b. Policy of insurance; c. Order from Wm. Currier to pay amount due upon his policy to Bassett & Nickerson; d. Affidavit of sole insurance; e. Memorandum stating assured's claim against company for loss; f. Memorandum of insurance; g. Receipt of amount of insurance; h. Letter from Jno. Adams to president of company relative to payment of Currier's loss.

Loss paid Snow & Ryder:

a. Notification of claim;
 b. Certified copy of policy of insurance;
 c. Affidavit of sole insurance with memorandum of insurance attached;
 d. Memorandum stating amount of the assured's claim against company for loss.

#### MERCANTILE MUTUAL INSURANCE COMPANY, NEW YORK.

a. Statement of facts and claim by attorney, verified by affidavit of vice-president; b. Policy of insurance.

#### MERCANTILE MARINE INSURANCE COMPANY, BOSTON.

a. Sworn memorial of president; b. Policy of insurance, with president's affidavit that it is the original; c. Certified copies of marine protests of master and master and mates.

### SEA LARK.

Ship Sea Lark of Boston; 973 tons burden. W. F. Peck, master. Owned by Edward Mott Robinson, of New York, Samuel G. Reed, of Roxbury, Massachusetts, and Lyman Grimes, of Brooklyn, New York. Sailed from Boston on 28th March, 1863, for San Francisco, laden with general cargo. On 3d May following, when in latitude 9° 35′ south, and longitude 31° 20′ west, was captured by the Alabama and burned, after having appropriated the charts, nautical instruments, apparel of officers, and small portion of cargo.

Total claims filed, \$342, 917 27.

OWNERS.

#### Claims.

OWNERS.	
Alleged value of ship	\$40,000 00
Alleged value of outfit	11,000 00
Alleged value of freight	23, 500 00
	74, 500 00
Edward Mott Robinson, $\frac{4}{8}$ interest	<b>\$</b> 37, 250 00
Samuel G. Reed. 3 interest.	12, 937 50
Lyman Grimes, 1 interest.	4,312 50
	<b>\$54,500 00</b>
MERCANTILE MARINE INSURANCE COMPANY, BOSTON.	
Insurers on vessel, Samuel G. Reed	<b>\$5,000 00</b>
COLUMBIAN INSURANCE COMPANY, NEW YORK.	•
Insurers on vessel, Samuel G. Reed	\$15,000 00
Insurers on cargo, Clark & Wilbur	3,388 00
Insurers on cargo, W. H. Taylor	332 00
	18, 720 00
MANUFACTURERS' INSURANCE COMPANY, BOSTON.	
Insurers on cargo for Treadwell & Co	<b>\$11,386</b> 00
Insurers on personal property for Wm. F. Peck	1, 250 00
Insurers on cargo for R. S. Wade	8,000 00
·	20,636 00
NEPTUNE INSURANCE COMPANY, BOSTON.	
Insurers on cargo for New England Glass Company	<b>\$</b> 6 <b>9</b> 69 <b>0</b> 0
Insurers on cargo for New England Glass Company	<b>\$</b> 6,863 00
Insurers on cargo for Wm. Underwood & Co	1,350 00
	8, 213 00
The separate statements as rendered amount to	<b>\$7,980</b> 56

MERCANTILE MUTUAL INSURANCE COMPANY, NEW YORK. Insurers on cargo for Gibbs & Holmes	<b>\$750 00</b>
MERCHANTS' INSURANCE COMPANY, BOSTON.  Insurers on cargo for William W. Loring  Insurers on cargo for E. F. Wood & Co  Insurers on cargo for Ezra C. Hutchins	\$330 00 3,600 00 2,000 00
	5, 930 00
SHOE AND LEATHER DEALERS' FIRE AND MARINE INSURANCE BOSTON.	CE COMPANY
Insurers on cargo for L. Downing & Sons	<b>\$5,450 00</b>
CALIFORNIA INSURANCE COMPANY, SAN FRANCISCO. Insurers on cargo for Main & Winchester	<b>\$1,433 00</b>
WASHINGTON INSURANCE COMPANY, BOSTON.	
Insurers on cargo for A. Winsor & Co	\$11,675 00 3,300 00
•	14, 975 00
SUN MUTUAL INURANCE COMPANY, NEW YORK.	
Insurers on cargo for D. F. White & Co	<b>\$450 00</b>
PACIFIC MUTUAL MARINE INSURANCE COMPANY, NEW BEDF Insurers on cargo for Weston Howland	ORD. \$1,900 00
Insurers on cargo for Weston Howland	<b>\$1,900 00</b>
Insurers on cargo for Weston Howland	
Insurers on cargo for Weston Howland	\$1,900 00 \$2,000 00
Insurers on cargo for Weston Howland	\$1,900 00 \$2,000 00 FON. \$800 00
Insurers on cargo for Weston Howland	\$1,900 00 \$2,000 00 TON. \$800 00 194 00
Insurers on cargo for Weston Howland  METROPOLITAN INSURANCE COMPANY, NEW YORK. Insurers on cargo for Roberts, Morrison & Co  NEW ENGLAND MUTUAL MARINE INSURANCE COMPANY, BOS Insurers on cargo for F. Peirce & Co Insurers on cargo for O. Ames & Son Insurers on cargo for J. W. Hunnewell & Co	\$1,900 00 \$2,000 00 FON. \$800 00 194 00 7,200 00
Insurers on cargo for Weston Howland	\$1,900 00 \$2,000 00 TON. \$800 00 194 00 7,200 00 1,380 00
Insurers on cargo for Weston Howland  METROPOLITAN INSURANCE COMPANY, NEW YORK. Insurers on cargo for Roberts, Morrison & Co  NEW ENGLAND MUTUAL MARINE INSURANCE COMPANY, BOS Insurers on cargo for F. Peirce & Co Insurers on cargo for O. Ames & Son Insurers on cargo for J. W. Hunnewell & Co	\$1,900 00 \$2,000 00 FON. \$800 00 194 00 7,200 00
Insurers on cargo for Weston Howland  METROPOLITAN INSURANCE COMPANY, NEW YORK. Insurers on cargo for Roberts, Morrison & Co  NEW ENGLAND MUTUAL MARINE INSURANCE COMPANY, BOST INSURERS on cargo for F. Peirce & Co	\$1,900 00 \$2,000 00 \$800 00 194 00 7,200 00 1,380 00 1,400 00
Insurers on cargo for Weston Howland  METROPOLITAN INSURANCE COMPANY, NEW YORK. Insurers on cargo for Roberts, Morrison & Co  NEW ENGLAND MUTUAL MARINE INSURANCE COMPANY, BOST Insurers on cargo for F. Peirce & Co. Insurers on cargo for O. Ames & Son Insurers on cargo for J. W. Hunnewell & Co Insurers on cargo for Howard & French Insurers on cargo for W. Heywood Chair Company Insurers on cargo for M. L. Hall & Co.	\$1,900 00 \$2,000 00 FON. \$800 00 194 00 7,200 00 1,380 00 1,400 00 1,200 00
Insurers on cargo for Weston Howland  METROPOLITAN INSURANCE COMPANY, NEW YORK. Insurers on cargo for Roberts, Morrison & Co  NEW ENGLAND MUTUAL MARINE INSURANCE COMPANY, BOST Insurers on cargo for F. Peirce & Co Insurers on cargo for O. Ames & Son Insurers on cargo for J. W. Hunnewell & Co Insurers on cargo for Howard & French Insurers on cargo for W. Heywood Chair Company Insurers on cargo for M. L. Hall & Co  ATLANTIC MUTUAL INSURANCE COMPANY, NEW YORK.	\$1,900 00 \$2,000 00 FON. \$800 00 194 00 7,200 00 1,380 00 1,400 00 1,200 00 12,174 00
Insurers on cargo for Weston Howland  METROPOLITAN INSURANCE COMPANY, NEW YORK. Insurers on cargo for Roberts, Morrison & Co  NEW ENGLAND MUTUAL MARINE INSURANCE COMPANY, BOST Insurers on cargo for F. Peirce & Co. Insurers on cargo for O. Ames & Son Insurers on cargo for J. W. Hunnewell & Co Insurers on cargo for Howard & French Insurers on cargo for W. Heywood Chair Company Insurers on cargo for M. L. Hall & Co.	\$1,900 00 \$2,000 00 100N. \$800 00 194 00 7,200 00 1,380 00 1,400 00 1,200 00 12,174 00 \$2,000 00
Insurers on cargo for Weston Howland  METROPOLITAN INSURANCE COMPANY, NEW YORK. Insurers on cargo for Roberts, Morrison & Co  NEW ENGLAND MUTUAL MARINE INSURANCE COMPANY, BOST Insurers on cargo for F. Peirce & Co Insurers on cargo for J. W. Hunnewell & Co Insurers on cargo for Howard & French Insurers on cargo for W. Heywood Chair Company Insurers on cargo for M. L. Hall & Co  ATLANTIC MUTUAL INSURANCE COMPANY, NEW YORK. Insurers on cargo for Roberts, Morrison & Co Insurers on cargo for Charles W. Crosby Insurers on cargo for George G. Hobson	\$1,900 00 \$2,000 00 FON. \$800 00 194 00 7,200 00 1,380 00 1,400 00 1,200 00 12,174 00
Insurers on cargo for Weston Howland  METROPOLITAN INSURANCE COMPANY, NEW YORK. Insurers on cargo for Roberts, Morrison & Co  NEW ENGLAND MUTUAL MARINE INSURANCE COMPANY, BOST Insurers on cargo for F. Peirce & Co	\$1,900 00 \$2,000 00 \$800 00 194 00 7,200 00 1,380 00 1,400 00 1,200 00 21,174 00 \$2,000 00 216 00
Insurers on cargo for Weston Howland  METROPOLITAN INSURANCE COMPANY, NEW YORK. Insurers on cargo for Roberts, Morrison & Co  NEW ENGLAND MUTUAL MARINE INSURANCE COMPANY, BOST Insurers on cargo for F. Peirce & Co Insurers on cargo for J. W. Hunnewell & Co Insurers on cargo for Howard & French Insurers on cargo for W. Heywood Chair Company Insurers on cargo for M. L. Hall & Co  ATLANTIC MUTUAL INSURANCE COMPANY, NEW YORK. Insurers on cargo for Roberts, Morrison & Co Insurers on cargo for Charles W. Crosby Insurers on cargo for George G. Hobson	\$1,900 00  \$2,000 00  100 194 00 7,200 00 1,380 00 1,400 00 1,200 00 12,174 00  \$2,000 00 216 00 33,000 00 1,752 00 36,968 00

BOSTON INSURANCE COMPANY, NEW YORK. Insurers on cargo for Stevens, Baker & Co	<b>\$</b> 2,800	00
Insurers on cargo for William B. Craft	2, 500	00
	5, 300	00
GROVER & BAKER SEWING MACHINE COMPANY, NEW YORK. Loss on cargo	<b>\$1,400</b>	00
CHARLES G. HOOKER, SAN FRANCISCO.  Loss on cargo	\$207	05
ARMES & DALLAM, SAN FRANCISCO. Loss on cargo	<b>\$</b> 1,488	34
JOHN HALL & SON, BOSTON. Loss on cargo	<b>\$6,386</b>	11
J. W. HUNNEWELL & CO., BOSTON. Loss on cargo	<b>\$</b> 7, 089	56
HAMMOND & CO., SAN FRANCISCO. Loss on cargo	<b>\$</b> 678	
BARTLETT, DOE & CO., BOSTON. Loss on cargo	<b>\$</b> 3,653	98
FREUND & JOEL, SAN FRANCISCO.  Loss on cargo	<b>\$</b> 1, 125	00
E. F. WOOD & CO., BOSTON. Loss on cargo	<b>\$</b> 900	
W. E. COFFIN & CO., BOSTON.  Loss on cargo	<b>\$</b> 615	
Z. EINSTEIN & BROTHER, BOSTON. Loss on cargo	<b>\$618</b>	
CONROY & O'CONNOR, NEW YORK. Loss on cargo	<b>\$</b> 8, 941	83
HOLMES, GOODWIN & CO., BOSTON.  Loss on cargo	<b>\$</b> 3,656	06
DANIEL S. PERKINS, OAKLAND, CALIFORNIA.  Loss on cargo	<b>\$</b> 530	00
OSGOOD & STETSON, SAN FRANCISCO. Loss on cargo	<b>\$</b> 1,751	07
Admit having received from Merchants' Mutual Marine Company of San Francisco, \$1,000.	Insuran	STC

HECHT BROTHERS & CO., BOSTON. Loss on cargo	<b>\$1,077 50</b>
J. W. BRITTAN & CO., SAN FRANCISCO. Loss on cargo	
E. B. PHILLIPS, BOSTON. Loss on cargo	<b>\$4,320 00</b>
MOSES ELLIS & CO., SAN FRANCISCO. Loss on cargo	<b>\$</b> 11, 920 27
HOSTETTER & SMITH, PITTSBURGH, PA. Loss on cargo	<b>\$</b> 61 75
LOCKE & MONTAGUE, NEW YORK.  Loss on cargo	<b>\$</b> 458 <b>4</b> 8
ROBERTS, MORRISON & CO., NEW YORK.  Loss on cargo above insurance	<b>\$</b> 1,444 11
DIMON HUBBARD, BOSTON. Loss on cargo	
VAN WINKLE & DUNCAN, NEW YORK. Loss on cargo	<b>\$698 34</b>
WILSON & BROTHER, SAN FRANCISCO. Loss on cargo	\$2,104 92
BISAYNO BROTHERS, SAN FRANCISCO.  Loss on cargo	*735 <b>26</b>
TILTON & M'FARLAND, NEW YORK.  Loss on cargo	<b>\$</b> 1,326 25
JAMES BELL, SONORA, CALIFORNIA.  Loss on cargo	<b>\$</b> 511 <b>29</b>

### List of papers.

#### OWNERS.

a. Letter from Samuel G. Reed, Boston; b. Copy of marine protest of Captain W. F. Peck; c. Sworn memorial of Messrs. Robinson, Reed & Grimes; d. Certificate of identity of Samuel G. Reed and Stephen H. Bullard; e. Letter from Samuel G. Reed; f. Sworn statement of disbursement account for victualing, manning, &c., of vessel; g. Copy of charter-party.

#### MERCANTILE MARINE INSURANCE COMPANY, BOSTON.

For loss paid Samuel G. Reed:

a. Sworn memorial of Stephen H. Bullard, president; b. Certified copy of policy of insurance.

#### COLUMBIAN INSURANCE COMPANY, NEW YORK.

For loss paid Samuel G. Reed:

a. Sworn copy of register, (2;) b. Statement of claim; c. Affidavit of James H. Kidder as to Mr. Reed's policy of insurance; d. Letter from Columbian Insurance Company, making reclamation for loss paid W. H. Taylor; e. Policy of insurance.

For loss paid Clark & Wilbur:

a. Certified copy of open policy; b. Copy of assignment of above claim; c. Affidavit of George B. Wilbur as to insurance of Clark & Wilbur; d. Copy of invoice; e. Statement of claim; f. Bill of lading; g. Letter from Columbian Insurance Company making reclamation for loss paid Clark & Wilbur.

For losses paid W. H. Taylor:

a. Open policy of insurance;
 b. Affidavit of W. H. Taylor relative to amount of insurance;
 c. Bill of lading;
 d. Statement of claim;
 e. Letter from Columbian Insurance Company making reclamation for losses paid W. H. Taylor.

#### MANUFACTURERS' INSURANCE COMPANY, BOSTON.

General papers:

a. Sworn memorial of Samuel Gould, president.

For loss paid Treadwell & Co.:

a. Duplicate policy of insurance; b. Sworn copy of invoice; c. Sworn copy of bill of lading; d. Certified copy of assignment of claim.

For loss paid William F. Peck:

a. Certified copy of policy of insurance; b. Certified copy of schedule of articles lost; c. Certified copy of assignment.

For loss paid R. S. Wade:

a. Certified copy of policy of insurance;
 b. Certified copy of bill of lading;
 c. Certified copy of invoice;
 d. Certified copy of assignment.

### NEPTUNE INSURANCE COMPANY, BOSTON.

General papers:

a. Sworn memorial of George F. Osborne, president.

For loss paid New England Glass Company:

a. Sworn copy of open policy of insurance; b. Sworn copy of eight bills of purchase from New England Glass Company.

For loss paid William Underwood & Co.:

a. Sworn copy of open policy of insurance; b. Sworn copy of invoice of shipment of merchandise.

MERCANTILE MUTUAL INSURANCE COMPANY, NEW YORK.

For loss paid to Gibbs & Holmes:

a. Sworn memorial of Archibald G. Montgomery, president; b. Bill of lading; c. Three bills of purchase; d. Open policy of insurance; c. Assignment of claim of Gibbs & Holmes.

MERCHANTS' INSURANCE COMPANY, BOSTON.

General papers:

a. Sworn memorial of Thomas C. Smith, president.

For loss paid William W. Loring:

a. Copy of open policy of insurance; b. Sworn copy of receipt of amount of insurance; c. Duplicate bill of purchase; d. Sworn copy of bill of lading.

For loss paid E. F. Wood & Co.:

a. Certified copy of open policy of insurance; b. Copy of receipt for amount of insurance.

For loss paid Ezra C. Hutchins:

- a. Certified copy of policy of insurance; b. Certified copy of bill of lading.
- SHOE AND LEATHER DEALERS' FIRE AND MARINE INSURANCE COMPANY, BOSTON.

For loss paid L. Downing & Sons:

a. Sworn memorial of John C. Abbott, president; b. Sworn copy of five invoices; c. Sworn copy of five bills of lading; d. Sworn copy of assignment of claim.

CALIFORNIA INSURANCE COMPANY, SAN FRANCISCO.

For loss paid Main & Winchester:

a. Letter from Mr. Hopkins, presenting—b. Memorial of said company relative to their purchase of claims of the California Mutual Marine Insurance Company; c. Affidavit of Thomas R. Hayes; d. Copy of policy of insurance; e. Two invoices; f. Two bills of lading.

WASHINGTON INSURANCE COMPANY, BOSTON.

General papers:

a. Memorial of Isaac Sweetser, president; b. Certified copy of marine protest of master.

For loss paid N. Winsor & Co.:

a. Open policy of insurance, N. Winsor & Co.; b. Assignment of claim.

For loss paid Charles Soule, jr.:

a. Policy of insurance; b. Copy of assignment of claim.

SUN MUTUAL INSURANCE COMPANY, NEW YORK.

For loss paid D. F. White & Co.:

- a. Sworn memorial of Moses H. Grinnell, president.
- PACIFIC MUTUAL MARINE INSURANCE COMPANY, NEW BEDFORD.

For loss paid Weston Howland:

a. Sworn statement of H. F. Thomas, president; b. Copy of policy of insurance.

METROPOLITAN INSURANCE COMPANY, NEW YORK.

For loss paid Roberts, Morrison & Co.:

- a. Letter from R. M. C. Graham, secretary, making reclamation for loss as above.
- NEW ENGLAND MUTUAL MARINE INSURANCE COMPANY.

General papers:

a. Affidavit of George C. Lord, president; b. Certified copy of marine protest of master; c. Second copy of marine protest of master.

For loss paid F. Peirce & Co.:

a. Copy of open policy of insurance; b. Receipt for amount of insurance.

For loss paid O. Ames & Son:

a. Copy of open policy of insurance; b. Receipt for amount of insurance.

For loss paid J. W. Hunnewell & Co.:

a. Copy of policy of insurance; b. Receipt for amount of insurance.

For loss paid Howard & French:

a. Copy of open policy of insurance; b. Copy of receipt for amount of insurance.

For loss paid W. Heywood Chair Co.:

a. Copy of open policy of insurance; b. Copy of receipt for amount of insurance.

For loss paid M. L. Hall & Co.:

a. Copy of open policy of insurance; b. Copy of receipt for amount of insurance.

#### ATLANTIC MUTUAL INSURANCE COMPANY, NEW YORK.

General papers:

a. Two letters from R. B. Van Kleck, jr.; b. Statement of facts concerning loss of vessel; c. Certified copy of marine protest of master.

For loss paid Roberts, Morrison & Co.:

a. Bill of lading; b. Assignment of claim.

For loss paid Charles W. Crosby:

a. Bill of lading; b. Assignment of claim.

For loss paid George G. Hobson:

a. Bill of lading; b. Assignment of claim.

For loss paid C. H. Grant & Co.:

a. Bill of lading; b. Assignment of claim.

#### BOSTON INSURANCE COMPANY, BOSTON.

General papers:

a. Memorial of Joseph B. Tilton, president.

For loss paid Stevens, Baker & Co.:

a. Certified copy of policy of insurance; b. Certified copy of assignment of claim; c. Certified copy of bill of lading.

For loss paid William B. Croft:

- a. Certified copy of open policy of insurance; b. Certified copy of assignment of claim; c. Certified copy of bill of lading.
- GROVER & BAKER SEWING MACHINE COMPANY, NEW YORK.
  - a. Letter from E. L. Sherman, presenting—b. Sworn memorial of William O. Grover; c. Bill of lading; d. Open policies of insurance.
- CHARLES G. HOOKER, SAN FRANCISCO.
  - a. Letter of Hon. C. Cole, presenting—b. Affidavit of Charles G. Hooker;
     c. Bill of lading;
     d. Invoice.

#### ARMES & DALLAM, SAN FRANCISCO.

a. Letter from Armes & Dallam, presenting—b. Their sworn memorial concerning their loss; c. Bill of lading; d. Affidavit of William H. Friend as to nature of loss; e. Affidavit of William Thurman, as to value of merchandise; f. List of articles lost; g. Affidavit of Sylvester Hemenway, as to value of merchandise.

#### JOHN HALL & SON, BOSTON.

a. Sworn memorial of John Hall; b. Sworn copy of invoice; c. Bill of lading.

#### J. W. HUNNEWELL & CO., BOSTON.

a. Sworn memorial of George C. Goodhue; b. Sworn copies of dissolution of copartnership of J. W. Hunnewell & Co., and power of attorney authorizing George C. Goodhue to sign their name, and close up their business; c. Sworn copy of invoice; d. Sworn copy of bill of lading.

#### HAMMOND & CO., SAN FRANCISCO.

a. Sworn memorial of Hammond & Co.; b. Affidavit of Caspar F. Hopkins, adjuster of averages, San Francisco; c. Affidavit of Mark Hopkins, as to value of merchandise; d. Invoice; e. Bill of lading.

#### BARTLETT DOE & CO., BOSTON.

a. Sworn memorial of Bartlett Doe; b. Sworn copy of invoice; c. Sworn copy of bill of lading.

#### FREUND & JOEL, SAN FRANCISCO.

a. Sworn memorial of Herbert A. Wilder; b. certified copy of power of attorney in favor of Herbert A. Wilder; c. certified copy of certificate of citizenship of Philip Freund; d. certified copy of certificate of citizenship of Albert M. Joel; c. certified copy of invoice; f. certified copy of bill of lading.

#### E. F. WOOD & CO., BOSTON.

a. Sworn memorial of Ezra F. Wood;
 b. Certified copy of invoice;
 c. Certified copy of bill of lading;
 d. Certified copy of marine protest of Captain Peck;
 e. Certified copy of manifest.

#### W. E. COFFIN & CO., BOSTON.

a. Sworn memorial of Charles S. Lynch; b. Certified copy of invoice; c. Certified copy of bill of lading.

#### Z. EINSTEIN & BROTHERS, BOSTON.

a. Sworn memorial of Z. Einstein; b. Bill of lading; c. Invoice; d. Certificate of citizenship of Abraham Einstine; e. Certified copy of marine protest of Captain Peck.

#### CONROY & O'CONNOR, NEW YORK.

a. Sworn memorial of James C. Conroy and Thomas H. O'Connor;
 b. Letter from Messrs. Conroy & O'Connor;
 c. Affidavit of John F. O'Connor;
 d. Copies of bills of lading;
 e. Copies of invoices.

#### HOLMES, GOODWIN & CO., BOSTON.

a. Letter from Mr. Scudder, presenting—b. Sworn statement of facts by Philip B. Holmes; c. Bill of lading; d. Invoice; e. Certified copy of marine protest of Captain Peck.

### DANIEL S. PERKINS, OAKLAND, CALIFORNIA.

a. Bill of lading; b. Sworn memorandum of articles lost.

#### OSGOOD & STETSON, SAN FRANCISCO.

a. Sworn memorial; b. Affidavit of J. W. Brittan, concerning value of shipment; c. Affidavit of W. W. Montague, concerning value of shipment; d. Two invoices; c. Two bills of lading; f. Open policy of insurance, with receipt indorsed \$1,000.

#### HECHT BROTHERS & CO., BOSTON.

a. Sworn memorial of Lewis Hecht; b. Certified copy of certificate of citizenship of Lewis Hecht; c. Certified copy of invoice; d. Certified copy of bill of lading.

#### J. W. BRITTAN & CO., SAN FRANCISCO.

a. Sworn memorial; b. Affidavit of Wilfred W. Montague, as to value of shipment; c. Affidavit of Pomeroy Barnes Clark, as to value of shipment; d. Two invoices; e. Two bills of lading.

#### E. B. PHILLIPS, BOSTON.

a. Letter from Mr. Phillips, presenting—b. His affidavit concerning loss; c. Certified copy of marine protest of Captain Peck; d. Certified copy of bill of lading; e. Invoice.

### MOSES ELLIS & CO., SAN FRANCISCO.

a. Letter from Moses Ellis & Co.; b. Sworn memorial of Philip L. Weaver, one of the firm; c. Affidavit of N. G. Kittle concerning value of shipment; f. Affidavit of Levi Stevens concerning value of shipment; g. Affidavit of Moses Ellis; h. Statement of actual value of articles shipped; i. Seven invoices; j. Seven bills of lading.

#### HOSTETTER & SMITH, PITTSBURGH.

a. Letter from Hostetter & Smith, presenting—b. Certified copy of invoice;
 c. Bill of lading;
 d. Bill of expenses;
 e. Certified copy of marine protest of Captain Peck.

#### LOCKE & MONTAGUE, NEW YORK.

a. Letter from Locke & Montague, presenting—b. Bill of lading;
 c. Certified copy of invoice;
 d. Certified copy of marine protest of Captain Peck.

#### ROBERTS, MORRISON & CO., NEW YORK.

a. Letter from Townsend Scudder, presenting—b. Invoice; c. Sworn statement of facts.

#### DIMON HUBBARD, BOSTON.

b. Sworn memorial of Dimon Hubbard; c. Four bills of lading; d.
 Two invoices; e. Certified copy of marine protest of Captain Peck.

#### VAN WINKLE & DUNCAN, NEW YORK.

a. Letter from Scudder & Carter, presenting—b. Two bills of lading; c. Two invoices; d. Sworn statement of facts.

#### WILSON & BROTHER, SAN FRANCISCO.

a. Letter from Nathaniel Niles, presenting—b. Sworn memorial of Wilson & Brother; c. Certified copy of marine protest of Captain Peck; d. Two bills of lading; e. Invoice; f. Power of attorney from Wilson & Brother, constituting Nathaniel Niles their attorney.

#### BISAYNO BROTHERS, SAN FRANCISCO.

a. Letter from Hall & Macomber, presenting—b. Bill of lading; c. Invoice; d. Affidavit of Luigi Bisayno.

#### TILTON & MACFARLAND, NEW YORK.

a. Letter from Tilton & McFarland, presenting—b. Memorandum of loss; c. Letter from same, presenting—d. Sworn statement of facts concerning their loss.

#### JAMES BELL, SONORA, CALIFORNIA.

a. Letter of claimant transmitting his sworn memorial; b. Affidavit of Josiah Hall; c. Affidavit of James E. Stevens relating to shipment of merchandise; d. Two bills of lading and one invoice.

#### S. Gildersleeve.

#### S. GILDERSLEEVE.

Ship S. Gildersleeve;  $847\frac{5}{95}$  tons burden. John McCallum, master. Messrs. J. H. Brower & Co., of New York, part owners and managing owners. Sailed March 21, 1863, from Sunderland, England, for Calcutta, with cargo of coal. On May 25, 1863, in latitude 20° 10′ south, longitude 34° 55′ west, was captured and destroyed by the Alabama.

Total claims filed, \$35,000 00.

#### Claims.

UNION MUTUAL INSURANCE COMPANY OF NEW YORK. Insurers on vessel, J. H. Brower & Co	\$5,000	00
COMMERCIAL MUTUAL INSURANCE COMPANY, NEW YORK. Insurers on vessel, J. H. Brower & Co	<b>\$</b> 7, 500	00
SUN MUTUAL INSURANCE COMPANY, NEW YORK. Insurers on vessel, J. H. Brower & Co., part owners and managing owners	<b>\$</b> 10,000	00
GREAT WESTERN INSURANCE COMPANY, NEW YORK. Insurers on vessel, J. H. Brower & Co., part owners and managing owners	<b>\$</b> 5,000	00
MERCANTILE MUTUAL INSURANCE COMPANY, NEW YORK. Insurers on vessel, J. H. Brower & Co., part owners and managing owners	\$7,500	00

### List of papers.

UNION MUTUAL INSURANCE COMPANY, NEW YORK.

For loss paid J. H. Brower & Co.:

a. Letter from Charles Abert, attorney, presenting—b. Sworn memorial of Francis S. Lathrop, president; c. Certified copy of policy of insurance; d. Certified copy of receipt of amount of insurance.

SUN MUTUAL INSURANCE COMPANY, NEW YORK.

For loss paid J. H. Brower & Co.:

a. Sworn memorial of Moses H. Grinnell, president.

GREAT WESTERN INSURANCE COMPANY, NEW YORK.

For loss paid J. H. Brower & Co.:

a. Sworn memorial of Richard Lathers, president; b. Schedule of

MERCANTILE MUTUAL INSURANCE COMPANY, NEW YORK.

For loss paid J. H. Brower & Co.:

a. Sworn statement of facts, of Mercantile Mutual Insurance Company; b. Certified copy of marine protest of master; c. Certified copy of register; d. Policy of insurance; e. Assignment of claim by Brower & Co.

#### S. Gildersleeve-Sonora.

COMMERCIAL MUTUAL INSURANCE COMPANY, NEW YORK.

For loss paid J. H. Brower & Co.:

a. Sworn memorial of Samuel Drake Smith, president; b. Certified copy of marine protest of master; c. Letter from Henry and Sylvester Gildersleeve, authorizing J. H. Brower & Co. to represent their interests in amount of insurance; d. Power of attorney of Cicero Brown; e. Policy of insurance; f. assignment of claim by J. H. Brower & Co.

#### SONORA.

Ship Sonora of Newburyport, Massachusetts;  $707\frac{63}{95}$  tons burden. L. W. Brown, master. William Cushing,  $\frac{24}{96}$ ; John N. Cushing,  $\frac{26}{96}$ ; Nicholas Johnson,  $\frac{20}{96}$ ; Mary A. Johnson,  $\frac{5}{96}$ ; Elizabeth L. B. Mills,  $\frac{5}{96}$ ; William Pritchard,  $\frac{3}{96}$ ; Thomas Pritchard,  $\frac{1}{96}$ , owners, all of Newburyport. Sailed from Hong Kong on the 26th of November, 1863, bound for Akyab, British India. On the 26th of December, 1863, while anchored in the StraitsMalacca, and in latitude 3° north, longitude 101° east, was captured and burned by the Alabama. The officers and crew of the Sonora were allowed to take a portion of their clothing and then set adrift in their small boats without provisions, charts, compass, or sails.

Total claims filed, \$89,044 44.

#### Claims.

#### OWNERS.

Loss of vessel above insurance	\$25,800 00 33,244 44
	59, 044 44
COLUMBIAN INSURANCE CONPANY, NEW YORK. Insurers on vessel	\$30,000 00

### List of papers.

#### JOHN N. CUSHING, (OWNER, AND AGENT FOR OWNERS.)

a. Letter from C. Cushing in behalf of owners, transmitting—b. Sworn memorial; c. Letter from John N. Cushing; d. Certified copy of register; e. Copy of policy of insurance; f. Affidavit of John N. Cushing, verifying charter; g. Certificate of identity of John N. Cushing; h. Affidavit of John Currier as to value of ship; i. Certificate of identity of John Currier; j. Original marine protest of master.

#### COLUMBIAN INSURANCE COMPANY, NEW YORK.

a. Letter from attorney, transmitting—b. Statement of facts by Townsend Scudder, attorney; c. Certified copy of marine protest of master; d. Certified copy of register; e. Policy of insurance; f. Notification of having paid William Cushing the amount of his claim for insurance.

### Starlight—Talisman.

#### STARLIGHT.

Schooner Starlight of Deer Isle, Maine; about 100 tons burden. Samuel H. Doane, master. Samuel Whitmore, Seth Whitmore, Daniel Eaton, Lupkin and Lemuel Whitmore, owners. Sailed August 7, 1862, from Boston for Western Island. On September 7, 1862, was captured and burned by the Alabama.

Total claims filed, \$6,520 00.

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OWNERS.  Loss of vessel	<b>\$</b> 3,500 00
CHALMER 8. DAWES.  As charterer of vessel for 8 months, at \$215 per month,  Provisions on board	\$1,720 00 720 00
	2, 440 00
SAMUEL H. DOANE, (MASTER.)  Loss of charts, books, and clothing	<b>\$</b> 330 <b>00</b>
WILLIAM WILLIAMS.  Loss of chronometer	\$250 <b>00</b>

### List of papers.

# LEMUEL WHITMORE, PART OWNER, REPRESENTING FOR HIMSELF AND OTHER OWNERS.

a. Letter from Geo. H. Cutter, of Boston, presenting—b. Sworn memorial of Lemuel Whitmore; c. Letter from Samuel Whitmore; d. Affidavit of Chalmer S. Dawes, Samuel H. Doane, and William Williams.

#### TALISMAN.

Ship Talisman of New York; of 1,237,3 tons burden. D. H. Howard, master. Owned by George Warren, of New York, and Eben B. Crocker, his partner, 3, and Wm. A. Sales, of Boston, 4. Sailed from New York May 2, 1863, laden with coal and general cargo for Shanghai; was captured by the Alabama June 5, 1863, latitude 14° 47′ south, longitude 34° 7′ west, and burned, with cargo and stores.

Total claims filed, \$187,405 00.

#### Claims.

ATLANTIC MUTUAL INSURANCE COMPANY, NEW YORK.		
Insurers on vessel for Crocker & Warren	\$20,000	00
Insurers on cargo for James C. Jewett	6, 200	00
Insurers on cargo for Bogert & Oakley		
Insurers on cargo for Dehon, Clark & Bridges	2,300	00
Insurers on cargo for P. S. Forbes	19,500	00
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### Talisman.

Insurers on cargo for Westray, Gibbes & Hardcastle Insurers on cargo for Bucklin & Crane	\$1, 100 17, 607	00
MERCANTILE MUTUAL INSURANCE COMPANY, NEW YORK. Insurers on vessel for Wm. A. Sale & Co	<b>67, 680 \$5, 000</b>	00
Insurers on freight for Wm. A. Sale & Co  CHINA MUTUAL INSURANCE COMPANY, BOSTON.	3,000 8,000	00
Insurers on cargo for D. G. & W. B. Bacon	<b>\$</b> 3, 500	
ALLIANCE INSURANCE COMPANY, BOSTON.  Insurers on cargo for Chas. W. Cook in case of loss, same to be paid to Charles Edward Cook  Insurers on freight for same	\$3,500 3,500	00
	7,000	00
NEW YORK MUTUAL INSURANCE COMPANY, NEW YORK.  Insurers on cargo for —— ——	<b>\$</b> 250	00
WASHINGTON INSURANCE COMPANY, BOSTON. Insurers on vessel for Crocker & Warren, transferred to Francis Skiddy	\$10,000	00
PACIFIC MUTUAL INSURANCE COMPANY, NEW YORK.  Insurers on cargo for Jno. S. Martin	\$175 860 4, 234 5, 269	00
NEW ENGLAND MUTUAL MARINE INSURANCE COMPANY, BOST Insurers on vessel for Crocker & Warren, transferred to Francis Skiddy	TON.	
COLUMBIAN INSURANCE COMPANY, NEW YORK.  Insurers on cargo for W. H. Fogg & Co  Insurers on freight for W. H. Fogg & Co	\$16, 907 2, 591 19, 498	00
NEPTUNE INSURANCE COMPANY, NEW YORK. Insurers on vessel for Wm. A. Sale & Co	\$5,000	=
GREAT WESTERN INSURANCE COMPANY, NEW YORK.  Insurers on vessel for Wm. A. Sale & Co  Insurers on freight for Wm. A. Sale & Co  Insurers on cargo and freight for Bucklin & Crane	\$6,000 7,000 12,045	00
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#### Talisman.

Insurers on cargo for T. E. Whiting	<b>\$</b> 550 0	0
JAMES C. JEWETT, NEW YORK, SUCCESSOR TO JAMES C. JEWE Loss of freight, (charter-party)		= •
ANTONE DANIEL, (SECOND OFFICER,) PARKER HEAD, MAINE.  Loss of personal effects and wages	<b>\$1,455</b> 0	0
MRS. J. H. THAYER, WILLIAMSBURGH, NEW YORK, (FOR HER ALPHEUS WILLIAM THAYER, A PASSENGER.)  Loss of passage money, personal effects, and time	MINOR SO:	
TILTON & M'FARLAND, NEW YORK.  Loss on cargo	<b>\$</b> 670 <b>0</b>	= 10 =

### List of papers.

### ATLANTIC MUTUAL INSURANCE COMPANY, NEW YORK.

General papers:

a. Letter from the president transmitting claim; b. Memorial; c. Certified copy of protest by master, mate, and seamen; d. Certified copy of register.

For loss paid Crocker & Warren:

a. Copy of policy of insurance; b. Assignment of claim.

- For loss paid J. C. Jewett, Bogert & Oakley, Dehon, Clark & Bridges, P. S. Forbes, Westray, Gibbes & Hardcastle, and Bucklin & Crane:
  - a. A separate bill of lading of the cargo of, and a separate assignment from each of the above-named parties insured, to the Atlantic Mutual Insurance Company.

### MERCANTILE MUTUAL INSURANCE COMPANY, NEW YORK.

For loss paid Wm. A. Sales & Co.:

a. General memorial; b. Certified copy of register; c. Two policies of insurance; d. Two assignments.

#### CHINA MUTUAL INSURANCE COMPANY, BOSTON.

For loss paid D. G. & W. B. Bacon:

a. Memorial; b. Certified copy of policy of insurance; c. Certified copy of "report and manifest;" d. a copy of certificate of clearance.

#### ALLIANCE INSURANCE COMPANY, BOSTON.

a. Memorial; b. Certified copy of policy of insurance; c. Copy of invoice; d. Certified copy of Charles Edward Cook's receipt in full for amount of insurance and assignment of claim.

#### NEW YORK MUTUAL INSURANCE COMPANY.

For loss paid:

a. Letter from president, transmitting—b. General memorial; c. Two certified copies of protest by master, mate, and seamen.

#### WASHINGTON INSURANCE COMPANY, BOSTON.

For loss paid Francis Skiddy, (assignee of Crocker & Warren:)

a. Memorial; b. Certified copy of policy of insurance, on which is indorsed Crocker & Warren's assignment of claim to Francis

#### Talisman.

Skiddy, and the latter's receipt in full for amount of insurance, and assignment of the same; c. Certified copy of protest by master, mate, and seamen.

#### PACIFIC MUTUAL INSURANCE COMPANY, NEW YORK.

### General papers:

a. Memorial.

For loss paid Jno. S. Martin:

a. Assignment of Jno. S. Martin's, of claim; c. Affidavit of Jno.
 S. Martin that Pacific Mutual Insurance Company are sole insurers; d. Three invoices and one bill of lading.

For loss paid James Spear:

a. Assignment of James Spear's claim;
 b. Affidavit of James Spear that Pacific Mutual Insurance Company are sole insurers;
 c. Invoice;
 d. Six bills of lading.

For loss paid J. Cutler Fuller:

a. Assignment of J. Cutler Fuller's claim;
 b. Affidavit of J. C. Fuller that Pacific Mutual Insurance Company are sole insurers;
 c. Invoice;
 d. Bill of lading.

### NEW ENGLAND MUTUAL MARINE INSURANCE COMPANY, BOSTON.

For loss paid Francis Skiddy, (assignee of Crocker & Warren:)

a. Memorial; b. Certified copy of protest by master, mate, and seamen; c. Copy of policy of insurance, on which is indorsed Crocker & Warren's assignment of claim to Francis Skiddy, and the latter's receipt in full for amount of policy; d. Copy of protest above mentioned.

#### COLUMBIAN INSURANCE COMPANY, NEW YORK.

General papers:

a. Letter from attorney, presenting various claims;
 b. Memorial of receivers;
 c. Copy of order of supreme court, appointing Geo.
 A. Osgood and Cyrus Curtiss receivers of Columbian Insurance Company;
 d. Certified copy of same.

For loss paid W. H. Fogg & Co.:

a. Two letters of reclamation; b. Two policies of insurance; c. Three bills of lading.

#### NEPTUNE INSURANCE COMPANY, NEW YORK.

General papers:

a. Attorney's letter, presenting various claims; b. Printed copy of Neptune Insurance Company's charter; c. Memorial; d. Certified copy of order of supreme court, appointing Jeremiah P. Tappan receiver of Neptune Insurance Company.

For loss paid Wm. A. Sale & Co.:

a. Certified copy of policy of insurance; b. Certified copy of Wm. A. Sale & Co.'s receipt in full for amount of insurance; c. Certified copy of Wm. A. Sale & Co.'s assignment of claim.

### GREAT WESTERN INSURANCE COMPANY, NEW YORK.

General papers:

a. Memorial relating to various vessels; b. Schedule of various vessels destroyed, which Great Western Insurance Company have insured.

#### Talisman-Thomas B. Wales.

BOSTON INSURANCE COMPANY, BOSTON.

For loss paid T. E. Whiting:

- a. Memorial of Joseph B. Tilton, president; b. Certified copy of policy of insurance; c. Certified copy of assignment of claim.
   d. Certified copy of invoice; c. Certified copy of bill of lading.
- JAMES E. JEWETT, NEW YORK.
  - a. Letter from attorney, transmitting—b. Memorial; c. Letter from attorney, transmitting—d. Memorial; c. Certified copy of charter party.
- ANTONE DANIEL, PARKER HEAD, MAINE.
  - a. Letter from claimant, relative to loss; b. Affidavit of claimant relating to facts.
- MRS. J. H. THAYER, WILLIAMSBURGH, NEW YORK.
  - a. Letter from claimant, detailing circumstances of loss, and claiming damages.
- TILTON & M'FARLAND, NEW YORK.
  - a. Letter, transmitting—b. Statement of various losses.

## THOMAS B. WALES.

Ship Thos. B. Wales;  $599\frac{5}{9}\frac{5}{9}$  tons burden. E. Lincoln, master. Thomas B. Wales & Co., of Boston, owners. Sailed from Calcutta for Boston on the 19th June, 1862, laden with general cargo, and on the 9th November following, in latitude 29° north, longitude 58° west, the ship was captured and burned by the Alabama.

Total claims filed, \$221,892 24.

#### · Claims.

OWNERS.		
Loss on vessel	<b>\$6,000</b>	
Loss on freight	10, 165	00
Loss on cargo	23, 646	00
	39, 811	00
BOSTON INSURANCE COMPANY.		
Insurers on cargo for Stephen Tilton & Co	<b>84</b> , 805	46
Insurers on cargo for N. H. Emmons	4, 983	38
Insurers on cargo for Gardner P. Gates	264	
Insurers on vessel $(\frac{4}{12})$ for N. H. Emmons	5, 000	
	15, 052	84
CHINA MUTUAL INSURANCE COMPANY, BOSTON.		
· Insurers on vessel for T. B. Wales & Co	\$4,000	00
Insurers on cargo for Wm. Parsons	5,000	
Insurers on commissions on cargo for H. H. Crocker	200	
	9, 200	00

### Thomas B. Wales.

SUN MUTUAL INSURANCE COMPANY, NEW YORK. Insurers on cargo for Sam'l Stevens	5,000	00
ALLIANCE INSURANCE COMPANY, OF BOSTON. Insurers on freight for T. B. Wales & Co	\$5,000	00
BOYLSTON FIRE AND MARINE INSURANCE COMPANY, BOSTON. Insurers on profits on cargo for Young & Emmons Insurers on profits on cargo for T. Salter Tredick	\$3,000 3,000	00
ATLANTIC MUTUAL INSURANCE COMPANY, NEW YORK.  Insurers on cargo for Wm. Parsons	\$2,000 10,321	00 —
Insurers on cargo for T. B. Wales & Co	63, 545 3, 000 2, 500	00 00 00
Insurers on profits on eargo for T. B. Wales & Co  Insurers on cargo for Young & Emmons	5,000	00 00
	128, 264	00
GREAT WESTERN INSURANCE COMPANY, NEW YORK. Insurers on cargo for Sam'l G. Tilton & Co	\$4,854	00
GEORGE H. FAIRFIELD, (PASSENGER.) Loss of personal effects	\$4,400	00
J. P. ATKINS, (FIRST MATE.)  Loss of personal effects	<b>\$1,450</b>	00
J. S. FARLOW & CO. Loss on cargo	\$911	40
EDGAR LINCOLN, (MASTER.)  Loss of personal effects	<b>\$</b> 1,950	00

# List of papers.

#### OWNERS.

a. Memorial; b. Freight list; c. Statement of loss.

[For further proof see papers of Atlantic Mutual Insurance Company.]

BOSTON MUTUAL INSURANCE COMPANY, BOSTON.

General papers:

a. Memorial; b. Statement of losses.

^{*}Amount stated in the statement of facts is \$130,264, but assignments for \$128,264 only have been filed.

#### Thomas B. Wales.

For losses paid Stephen Tilton & Co.:

a. Copy of policy of insurance;
b. copy of assignment of claim;
c. N. H. Emmons, policy;
d. Copy of assignment.

General papers:

a. Letter from Bradford Folger, attorney, transmitting—b. Memorial of Joseph B. Tilton, president.

For loss paid Stephen Tilton & Co.:

a. Certified copy of open policy of insurance; b. Certified copy of assignment of claim.

For loss paid Gardner P. Gates:

a. Certified copy of policy of insurance; b. Certified copy of receipt of amount of insurance; c. Certified copy of invoice; d. Certified copy of bill of lading.

For loss paid N. H. Emmons:

- a. Certified copy of open policy of insurance; b. Certified copy of assignment of claim.
- [For further papers in this case see claim of Atlantic Mutual Insurance Company, New York.]

## CHINA MUTUAL INSURANCE COMPANY, BOSTON.

General papers:

a. Memorial; b. Statement of losses.

Losses paid:

- a. William Parsons, policy; b. Thomas B. Wales & Co., copy of policy; c. H. H. Crocker and Co., copy of policy.
- [For further papers in this case see claim of Atlantic Mutual Insurance Company, New York.]

### SUN MUTUAL INSURANCE COMPANY, NEW YORK.

General papers:

a. Memorial.

Losses paid:

a. Bill of lading; b. Samuel Stevens, assignment.

ATKINSON, TILTON & CO.

[For further papers in this case see claim of Atlantic Mutual Insurance Company, New York.]

## ALLIANCE INSURANCE COMPANY, BOSTON.

General papers:

a. Memorial.

Losses paid:

a. T. B. Wales & Co., policy.

[For further papers in this case see claim of Atlantic Mutual Insurance Company, New York.]

# BOYLSTON FIRE AND MARINE INSURANCE COMPANY, BOSTON.

General papers:

a. Sworn memorial.

Losses paid:

a. Young & Emmons, policy; b. Young & Emmons, copy assignment; c. T. Salter Tredick, copy policy; d. T. Salter Tredick, copy assignment.

## Thomas B. Wales-Tycoon.

#### ATLANTIC MUTUAL INSURANCE COMPANY, NEW YORK.

For losses paid parties named in claim:

a. Letter of J.D. Jones, president; b. Statement of facts; c. Marine protest of master, (certified copy;) d. Corroborating affidavit of mate; e. Copy of register; f. Seven bills of lading of parties named in claim; g. Nine assignments from parties named in claim.

#### GREAT WESTERN INSURANCE COMPANY, NEW YORK.

General papers:

a. Sworn memorial.

## GEORGE H. FAIRFIELD.

- a. Letter of Mr. Fairfield; b. Sworn memorial.
- J. P. ATKINS.
  - a. Sworn statement of claim.
- J. S. FARLOW & CO.
  - a. Letter from J. S. Farlow & Co., stating claim, sworn to before a justice of the peace; b. Certified copy of invoice; c. Certified copy of bill of lading.

#### EDGAR LINCOLN.

a. Letter of J. S. Tyler, transmitting claim; b. Sworn memorial.

## TYCOON.

Bark Tycoon of New York;  $717\frac{46}{95}$  tons burden. Edward Ayres, master. Owners: William D. Gookin,  $\frac{5}{32}$ ; William W. Wakeman,  $\frac{9}{32}$ ; Matthew Bird,  $\frac{2}{32}$ ; Charles Dimon,  $\frac{1}{32}$ ; John B. Dickinson,  $\frac{5}{32}$ ; Andrew V. Stout,  $\frac{1}{32}$ ; Frederick Dimon,  $\frac{2}{34}$ ; Jonathan Godfrey,  $\frac{5}{32}$ . Sailed from New York 19th March, 1864, with general cargo, for San Francisco. On 27th April following, in latitude 10° 55′ south, longitude 31° 25′ west, was captured, stripped of stores, and burned by the Alabama.

Total claims filed, \$424, 551 63.

#### Claims.

OWNERS.	
Loss on ship and outfit	\$64,000 00
Loss on freight and primage	24, 559 78
	88, 559 78
SUN MUTUAL INSURANCE COMPANY, NEW YORK.	
Insurers on freight for R. M. Cooley	\$7,500 00
Insurers on cargo for R. M. Cooley	7,470 00
Insurers on cargo for H. W. Bragg, & Co	1,314 00
Insurers on cargo for S. S. Stafford	125 00
Insurers on cargo for Meeker, James & Co	450 00
	16, 859 00

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MERCANTILE MUTUAL INSURANCE COMPANY, NEW YORK.	<b>\$00</b>	00
Insurers on cargo for Crocker, Ward & Co	<b>\$90</b>	
COLUMBIAN INSURANCE COMPANY, NEW YORK.		
Insurers on vessel for C. & F. Dimon	<b>\$</b> 3, 375	00
Insurers on freight for C. & F. Dimon	1,680	00
Insurers on cargo for H. Horstman & Co	2,000	00
Insurers on cargo for Hall & Macomber	275	00
Insurers on cargo for J. C. Dayton & Co	4,855	00
Insurers on cargo for L. McMurray & Co	3, 150	00
Insurers on cargo for Robert L. Taylor	4, 500	00
•	19, 835	00
UNION MUTUAL INSURANCE COMPANY, NEW YORK.		_
Insurers on cargo for James Bishop & Co	<b>\$233</b>	<b>00</b> -
Insurers on cargo for Hand & Elsworth	420	
	653	00
METROPOLITAN INSURANCE COMPANY, NEW YORK.	·	
Insurers on cargo for F. W. Devoe & Co	<b>\$200</b>	00
GREAT WESTERN INSURANCE COMPANY, NEW YORK.		
Insurers on cargo for Jacob Stanwood	<b>\$22,090</b>	00
Insurers on cargo for G. W. Guion	322	00
Insurers on cargo for R. L. Taylor	6, 200	
induced on outgo for in in Inglor		
	28, 612	00
PACIFIC MUTUAL INSURANCE COMPANY, NEW YORK.		
Insurers on cargo for Franklin Curtis	<b>\$2,400</b>	00
Insurers on cargo for J. Heller & Bros	623	
H. Cohen & Co	5,200	00
Schloss Bros	300	00
W. S. Toole	2,966	00
John Keys	602	
F. Victor & Achilles	3,030	00
	15, 121	00
WASHINGTON MARINE INSURANCE COMPANY, NEW YORK.		
Insurers on cargo for ———	\$100	00
ATLANTIC MUTUAL INSURANCE COMPANY, NEW YORK.		
Insurers on cargo for—		
John Chadwick	\$8,610	00
Richard Patrick	6, 500	
William Seligman & Co	6,000	00
James Meyer, jr	2,575	00
John H. Conklin	10,000	00
H. G. Borel & Co	1,800	00
Geo. J. Brooks & Co Digitized by	009850	00
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LOSSES	RY	THE	ALABAMA.	

# LXXXVII

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C. K. Herrick	<b>\$1,022</b>	00
C. H. Grant & Co	4, 200	00
Edward Floyd Jones	2,013	
Neustadler Bros	11,450	
D. N. & E. Walter	190	
Backman Bros.	550	
S. Hausmann	1, 400	
Rosenbaum & Friedmann	4, 195	
J. Strauss Bros. & Co	16,000	00
William Meyer & Co	8, 913	
J. & M. Goodman	720	
Jacob Underhill & Co	1,800	
J. B. Newton & Co	7,500	
Manheim, Schonwasser & Co	200	
H. King & Sons	2,400	
John J. Murphy	794	
Bogert & Oakley	326	00
Samuel Engle & Co	675	00
William H. Taylor	5, 770	00
S. I. Ahern	110	
William B. Isham & Gallup	1,014	
A. Hamburger & Bro	226	
Robert L. Taylor	$2,\overline{200}$	
Peter G. Bergen	826	
William M. Hixon	123	
J. S. Van Winkle	200	
	300	
L. Waefeloer & Co		
Hawley & Co	1,360	
Kennedy & Bell	1,866	
Brewster & Co	800	
Scholle Bros.	1,900	
Gillig, Mott & Co	798	
Lanman & Kemp	400	
S. A. Peyser & Co	2,500	00
Melrose, Zoon & Co	820	00
	<b>\$</b> 121, 896	00
•		==
L. & E. WEITHEIMER, NEW YORK.		
Loss on cargo	<b>\$</b> 3, 750	00
		- ∹
GEORGE W. BAKER, NEW YORK.		
Loss on cargo	\$2,050	30
2.000 01. 01	- ,	~
W. B. WENTWORTH & CO., BOSTON.		
	\$2,157	00
Loss on cargo	Ç=, 101	
VODWAY DODTED		
NORMAN PORTER.	A0 *01	<b>F</b> 0
Loss on cargo	\$2,524	10
G. G. HOOKER, SAN FRANCISCO.		
Loss on cargo	\$1,841	75
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# LXXXVIII LOSSES BY THE ALABAMA.

1 j coom	
SOLOMON L. JACOBS, NEW YORK. Loss on cargo	<b>\$</b> 7, 099 50
STEINHARDT BROS., NEW YORK.  Loss on cargo	<b>\$</b> 2,917 25
ROCKWELL, COZE & CO., NEW YORK.  Loss on cargo	<b>\$2,865 90</b>
JOHN CHADWICK, NEW YORK.  Loss on cargo	<b>\$</b> 2, <b>4</b> 16 <b>6</b> 2
JOHN GORDON, SAN FRANCISCO.  Loss on cargo	<b>\$</b> 3, 248 92
JOHN G. PARKER, NEW YORK.  Loss on cargo	<b>\$</b> 5, <b>000 00</b>
EDWARD AYRES, (MASTER.)  Loss on personal property	<b>\$1,471</b> 00
PAUL JONES REILLY, SAN FRANCISCO.  Loss on cargo	<b>\$3,427</b> 32
A. RICH & BRO., NEW YORK; S. RICH & BRO., SAN FRANCISCO Loss on cargo	<b>\$15,039</b> 06
CONROY & O'CONNOR, NEW YORK.  Loss on cargo	\$1,067 30
HENRY SIMON & SON, NEW YORK.  Loss on cargo	\$2,001 75
JOHN TAYLOR, SAN FRANCISCO.  Loss on cargo	<b>\$1,658 00</b>
H. W. BRADLEY, SAN FRANCISCO.  Loss on cargo	\$167 00 97 84
	264 84
MAIN & WINCHESTER, SAN FRANCISCO.  Loss on cargo	<b>\$5,578</b> 28
EDWIN DEMING, HARTFORD, CONNECTICUT.  Loss on cargo	\$1, 170 50
DE WITT, KITTLE & CO., SAN FRANCISCO.  Loss on cargo	\$9, 885 44 613 99 550 00
Digitized by GC	049 43

# LOSSES BY THE ALABAMA.

YATES FERGUSON, NEW YORK.  Loss on cargo	<b>\$</b> 7,062 50
FRANCIS. M. BANDALL, NEW YORK. Loss on cargo	\$1,577 00
HENRY STRYBING, Loss on cargo	<b>\$</b> 1,718 72
GEO. J. BROOKS & CO., NEW YORK.  Loss on cargo	<b>\$1,598 67</b>
A. S. ROSENBAUM & CO., NEW YORK.  Loss on cargo	<b>\$4,</b> 978 25
POLLOCK BROTHERS, NEW YORK.  Loss on cargo	<b>\$</b> 655 75
LOCKE & MONTAGUE, NEW YORK.  Loss on cargo	<b>\$2,037 95</b>
HOSTETTER & SMITH, PITTSBURGH.  Loss on cargo	<b>\$</b> 3,924 43
J. W. BRITTAN & CO., SAN FRANCISCO.  Loss on cargo	<b>\$</b> 5, 325 74
TILTON & M'FARLAND, NEW YORK.  Loss on cargo	\$437 50
TAY, BROOKS & BACHUS, SAN FRANCISCO.  Loss on cargo	<b>\$</b> 3,850 56
ANN ELIZABETH HUGHES, SAN FRANCISCO.  Loss on personal effects	<b>\$1,786 00</b>
CRANE & BRIGHAM, SAN FRANCISCO.  Loss on cargo	586 46
FAY BROTHERS, NEW YORK. Loss on cargo	722 36
H. FEISENHEIM, NEW YORK.  Loss on cargo	1,043 00
J. B. NEWTON, & CO., NEW YORK AND SAN FRANCISCO.  Loss of commissions on cargo	2,301 00
SCHWEITZER, STIEFEL & CO., NEW YORK AND SAN FRANCISC Loss on cargo	5, 626 40
H. HORSTMAN & CO., SAN FRANCISCO.  Loss on cargo	<b>51,886,85</b> 0

A. J. PLATE, SAN FRANCISCO.	
Loss on cargo	\$1,761 53
L. B. BENCHLEY & CO.	
Loss on cargo	<b>\$</b> 5, 145 70

## List of papers.

### WAKEMAN, GOOKIN & DICKINSON, AND OTHERS.

a. Register of vessel; b. Affidavit of Jno. B. Dickinson; c. Marine protest of Captain Ayres; d. Certified copy of manifest; e. Policy of insurance in Sun Mutual Insurance Company, New York, payable to Jonathan Godfrey; f. Policy of insurance in Columbian Insurance Company, New York, payable to W. W. Wakeman; g. Policy of insurance in Commercial Mutual Insurance Company, New York, payable to W. D. Gookin; h. Policy of insurance in Great Western Insurance Company, New York, payable to W. W. Wakeman; i. Policy of insurance in Sun Mutual Insurance Company, New York, payable to Jonathan Godfrey; j. Policy of insurance in Commercial Mutual Insurance Company, New York, payable to W. D. Gookin; k. Policy of insurance in Great Western Insurance Company, New York, payable to Wakeman, Gookin & Dickinson; l. Memorial of Wakeman, Gookin & Dickinson, praying damages; m. Copy of freight list; n. Policy of insurance in Mercantile Mutual Insurance Company, New York, payable to J. B. Dickinson.

## SUN MUTUAL INSURANCE COMPANY, NEW YORK.

a. Present memorial for damages paid parties mentioned in claim;
 b. A second memorial presented in above claim.

MERCANTILE MUTUAL INSURANCE COMPANY, NEW NORK.

For loss paid Crocker, Ward & Co.:

a. Sworn statement of facts; b. Invoice; c. Freight list; d. Open policy of insurance; e. Assignment of claim of insurance.

COLUMBIAN INSURANCE COMPANY, NEW YORK.

a. Present sworn memorial.

General papers:

a. Notification of having paid claimants; b. Statement of claims.

For loss paid J. C. Dayton & Co.:

a. Letter from Dayton & Co.;
 b. Affidavit of J. C. Dayton;
 c. Affidavit of J. C. Dayton;
 d. Invoice;
 e. Statement of claim;
 f. Assignment of claim;
 g. Copy of policy of insurance.

For loss paid C. & F. Dimon:

a. Affidavit of C. & F. Dimon; b. Copy of policy of insurance on vessel and freight.

For loss paid Horstman & Co.:

For loss paid Hall & Macomber:

a. Three bills of lading; b. Invoice; c. Copy of policy of insurance; d. Memorandum of policy; e. Affidavit of H. Horstman.

a. Memorandum of policy; b. Policy of insurance; c. Invoice; d. Bill of lading; e. Assignment of claim; f. Affidavit of J. F. Macomber.

For loss paid L. McMurray & Co.:

a. Affidavit of L. McMurray; b. Two bills of lading; c. Invoice; d. Memorandum of open policy; e. Assignment of claim.

For loss paid Robert L. Taylor:

a. Affidavit of Robert L. Taylor; b. Two bills of lading; c. Invoice; d. Memorandum of open policy; e. Policy of insurance; f. Assignment of above claim.

UNION MUTUAL INSURANCE COMPANY, NEW YORK.

For loss paid James Bishop & Co.:

a. Open policy of insurance; b. Bill of lading; c. Invoice; d. Copy of assignment of claim.

For loss paid Hand & Ellsworth:

a. Policy of insurance; b. Invoice; c. Bill of lading; d. Copy of assignment of claim.

METROPOLITAN INSURANCE COMPANY, NEW YORK. For loss paid F. W. Devoe & Co.:

a. Letter to Mr. Graham, stating that they are the insurers of F. W. Devoe & Co., and have paid the claim.

GREAT WESTERN INSURANCE COMPANY, NEW YORK.

a. Presents sworn memorial that they have paid the parties mentioned in their claim.

ATLANTIC INSURANCE COMPANY, NEW YORK.

a. Letter from president; b. Marine protest of Captain Ayres; c. Forty-two bills of lading and assignments in each ease, (see foregoing list of claimants presented by same company;) d. Statement of facts concerning shipments.

PACIFIC MUTUAL INSURANCE COMPANY, NEW YORK.

a. Statement of facts; b. Assignments from all the parties insured, seven in number. (See list of names in foregoing statement of claims made by same company.)

WASHINGTON MARINE INSURANCE COMPANY, NEW YORK.

a. Letter from E. A. Doolittle, presenting—b. Sworn memorial of J. Henry Koop, vice-president.

L. & E. WEITHEIMER, NEW YORK.

a. Letter presenting papers in support of claim; b. Memorial of Leopold Weitheimer; c. Certificate of naturalization of Leopold Weitheimer; d. Another certificate of naturalization; e. Affidavit of Samuel W. Osgood; f. Bill of lading; g. Two letters from F. W. Walker.

GEORGE W. BAKER, NEW YORK.

a. Letter from Townsend Scudder, transmitting—b. Statement of facts; c. Invoice; d. Bill of lading; e. Affidavit of George W. Baker.

W. B. WENTWORTH & CO., RANDOLPH, MASSACHUSETTS.

a. Present memorial of W. B. Wentworth; b. Two bills of lading; c. Copy of marine protest of Captain Ayres; d. Affidavit of seamen; f. Manifest and clearance.

NORMAN PORTER, NEW YORK.

 a. Letters from Townsend Scudder, presenting—b. Two statements of facts;
 c. Affidavit of Norman Peck, agent of Norman Porter; d. Sworn affidavit of James A. Williamson; e. Invoice; f. Affidavit of Corning, Heustis & Scott.

CHARLES G. HOOKER, SAN FRANCISCO.

a. Presents his sworn memorial; b. Bill of lading; c. Thvoice.

SOLOMON L. JACOBS, NEW YORK.

a. Letter from Townsend Scudder, presenting—b. Statement of facts; c. Affidavit of Mr. S. L. Jacobs; d. Bill of lading; e. Invoice; f. Certified copy of certificate of naturalization.

STEINHART BROTHERS, NEW YORK.

 a. Letter from Townsend Scudder, presenting—b. Statement of facts;
 c. Affidavit of Sigmund Steinhart;
 d. Bill of lading; e. Invoice; f. Certified copy of certificate of naturalization of Frederick Steinhart; g. Certified copy of certificate of naturalization of Sigmund Steinhart.

ROCKWELL, COYE & CO., SAN FRANCISCO.

a. Present their sworn memorial; b. Affidavit of Charles G. Hooker relative to valuation of shipment; c. Affidavit of David N. Hawley relative to valuation of shipment; d. Affidavit of Caspar T. Hopkins to same effect as above; e. Bill of lading; f. Invoice; g. Affidavit of Thomas Otis Leroy relative to sale of certain goods to above named firm.

JOHN CHADWICK, NEW YORK.

a. Letter from Francis C. Nye, presenting—b. Sworn memorial of John Chadwick; c. Two bills of lading.

JOHN GORDON, SAN FRANCISCO.

a. Presents his sworn memorial; b. Affidavit of George Hadley Fay relative to valuation of shipment; c. Affidavit of Ellis Ayres to same effect as above; d. Bills of lading; e. Affidavit of Samuel S. Murphy; f. Certificate of F. I. Thibault as to identity of John Gordon; g. Power of attorney given by John Gordon to Pomeroy B. Clark.

JOHN G. PARKER, NEW YORK.

a. Letter from John G. Parker, presenting; b. Sworn memorial of John G. Parker and Alfred M. Parker; c. Bill of sale to E. H. Parker; d. Freight list; e. Bill of sale to E. H. Parker; f. Two bills of lading; g. Copy of register of vessel; h. Testimony of Edwin F. Corey, jr., notary public, to the facts set forth.

EDWARD AYRES, WILMINGTON, DELAWARE.

a. Letter from Mr. Stevens, presenting—b. Affidavit of Captain Ayres; c. Affidavit of similar import; d. Letter from Department of State to J. T. Stevens, inclosing circular as to nature of evidence required.

PAUL JONES REILLY, SAN FRANCISCO.

a. Presents his sworn memorial; b. Affidavit of William Geary relative to valuation of shipment; c. Affidavit of William P. Redington, to same effect as above; d. Affidavit of Caspar T. Hopkin, to same effect as above; e. Two bills of purchase of Rosengarten & Sons; f. Two bills of lading; g. Appraisement of foregoing invoices.

A. RICH & BROTHER, NEW YORK.

a. Sworn memorial of Solomon Rich; b. Affidavit of Judah Baker, jr., relative to valuation of shipment; c. Affidavit of Frederick L. Castle, relative to valuation of shipment; d. Affidavit of Casper Thomas Hopkins, relative to valuation of shipment; e. Two bills of lading; f. Appraisement of merchandise.

CONROY & O'CONNOR, NEW YORK.

a. Letter from Deylin, Miller & Trull, presenting—b. Sworn memorial of James C. Conroy and Thomas H. O'Connor; C. Letter

from Conroy & O'Connor; d. Affidavit of John F. O'Connor; e. Bill of lading; f. Bill of purchase.

HENRY SIMON & SON, NEW YORK.

a. Two letters from Kaufmann, Frank & Wilcoxson, presenting b. Sworn petition of Henry Simon; c. Bill of lading.

JOHN TAYLOR, SAN FRANCISCO.

a. Presents his memorial; b. Affidavit of Horatio P. Livermore, relative to valuation of shipment; c. Affidavit of Edward Hall to same effect as above; d. Affidavit of Caspar T. Hopkins; e. Three bills of purchase of C. A. Bunner; f. Two bills of lading; g. Two invoices.

H. W. BRADLEY, SAN FRANCISCO.

a. Letter from Rosengarten & Sons, requesting that claim of H. W. Bradley may be filed. b. Letter from Lawson & Walker, presenting additional claim.

MAIN & WINCHESTER, SAN FRANCISCO.

a. Present their memorial; b. Affidavit of Edward Davenport McClennen, relative to valuation of shipment; c. Affidavit of John Monroe Johnson, relative to valuation of shipment; d. Seven bills of purchase from E. Deming; e. Bill of lading.

EDWIN DEMING, HARTFORD, CONNECTICUT. a. Presents his affidavit; b. Bill of lading.

DEWITT, KITTLE & CO., NEW YORK.

a. Letter from DeWitt, Kittle & Co.; b. Three bills of lading; c. Invoice; d. Certificate of Robert B. Campbell, notary public; c. Copy of marine protest of master; f. Affidavit of seamen of vessel.

YATES FERGUSON, NEW YORK.

The same general papers as in the case of DeWitt, Kittle & Co.; a. Two bills of lading; b. Invoice.

FRANCIS M. RANDALL, NEW YORK.

Same general papers as case of DeWitt, Kittle & Co.; a. Bill of lading; b. Invoice.

HENRY STRYVING.

Same general papers as case of DeWitt, Kittle & Co.; a. Bill of lading; b. Invoice.

GEORGE J. BROOKS & CO., NEW YORK.

a. Letter from Townsend Scudder, presenting—b. Bill of lading; c. Bill of purchase; d. Sworn statement of facts.

A. S. ROSENBAUM & CO., NEW YORK.

a. Letter from Townsend Scudder presenting-b. Sworn statement of facts; c. Invoice; d. Certificate of naturalization of Moses Rosenbaum; e. Certificate of naturalization of Joseph Brandenstein; f. Certificate of naturalization of Abraham S. Rosenbaum.

POLLOCK BROTHERS, NEW YORK.

a. Letter from Townsend Scudder, presenting—b. Sworn statement of facts; c. Bill of lading; d. Invoice; e. Certificate of naturalization of Leopold Pollock; f. Certificate of naturalization of Joseph Pollock.

LOCKE & MONTAGUE, NEW YORK.

a. Letter presenting papers relative to their loss; b. Two bills of lading; c. Two bills of purchase; d. Marine protest of Captain Ayres. Digitized by Google

## Tycoon-Union Jack.

HOSTETTER & SMITH, PITTSBURGH, PA.

a. Letter presenting papers in their claim; b. Bill of lading; c. Invoice; d. Sworn statement of expenses for protests; e. Marine protest of Captain Ayres.

J. W. BRITTON & CO., SAN FRANCISCO.

a. Present their memorial; b. Affidavit of Wilfred W. Montague relative to valuation of shipment; c. Affidavit of Pomeroy B. Clark relative to valuation of shipment; d. Three bills of purchase; e. Three bills of lading.

TILTON & McFARLAND NEW YORK.

a. Letter from Tilton & McFarland, presenting-b. Memorandum of loss; c. Letter from same, presenting—d. Sworn statement of

TAY, BROOKS & BACHUS, SAN FRANCISCO.

a. Joint memorial; b. Affidavit of D. S. Weaver relative to value of shipment; c. Affidavit of Ellis Ayres relative to value of shipment; d. Bill of lading; e. Invoice.

ANN ELIZABETH HUGHES, SAN FRANCISCO.

a. Affidavit of Mrs. Hughes that at the time of her loss she was the wife of John Davies, and detailing list of articles; b. Bill of lading in name of John Davies.

CRANE & BRIGHAM, SAN FRANCISCO.

a. Letter from Lawson & Walker presenting claim.

FAY BROTHERS, NEW YORK.

a. Letter from Lawson & Walker presenting claim.

H. FEISENHEIM, NEW YORK.

- a. Letter from Lawson & Walker presenting claim.
- J. B. NEWTON & CO., NEW YORK AND SAN FRANCISCO. a. Letter from Lawson & Walker presenting claim.
- SCHWEITZER, STIEFEL & CO., NEW YORK AND SAN FRANCISCO.

  a. Letter from Lawson & Walker presenting claim.

H. HORSTMAN & CO.

a. Letter from Lawson & Walker, New York, transmitting-b. Memorandum of loss.

A. J. PLATE.

a. Letter from Lawson & Walker, New York, transmitting—b. Memorandum of loss.

L. B. BENCHLEY & CO.

a. Letter from O. T. Hopkins, transmitting—b. Sworn memorial of claimants; c. Affidavits of David Nicholas Hawley and Jacob Underhill, relative to value of merchandise; d. Affidavit of C. T. Hopkins; e. Twelve invoices and one bill of lading.

### UNION JACK.

Bark Union Jack of Boston, Massachusetts;  $482\frac{87}{93}$  tons burden. Charles P. Weaver, master. Owners: Charles P. Weaver,  $\frac{20}{64}$ ; Benjamin F. Delano,  $\frac{2}{64}$ ; Frederick Chandler,  $\frac{1}{64}$ ; Charles A. Cousins,  $\frac{1}{64}$ ; Elisha H. Ryder,  $\frac{2}{64}$ ; Maurice M. Pigott,  $\frac{2}{64}$ ; Albert B. Low,  $\frac{1}{64}$ ; William H. Haskins,  $\frac{1}{64}$ ; Henry Pigeon,  $\frac{4}{64}$ ; Norton Pratt,  $\frac{1}{64}$ ; Luther A. Robie,  $\frac{8}{64}$ ; Louisa Wilde,  $\frac{1}{64}$ ; Howe, Averill & Co.,  $\frac{1}{64}$ ; John Atkinson,  $\frac{1}{16}$ . Sailed from New York with general cargo on 28th March, 1863, bound

### Union Jack.

for Shanghai. On 3d May following, while in latitude 9° 40′ and longitude 32° 30′, was captured and burned by the Alabama. Total claims filed, \$161,513 70.

Claims.		
Loss of vessel	\$35,000 6,000	00 00
	41,000	00
(Owners claim full value of vessel, irrespective of ir Norton Pratt's $\frac{1.6}{6.4}$ in National Insurance Company, E claim of said company.)	isurance Boston. S	on See
C. P. WEAVER, (MASTER.) Loss of personal property and ship's stores. Loss of business, &c., &c Expense of homeward passage	. \$2,400 . 5,000 . 320	00 00 00
	7, 720	00
GEORGE A. POTTER, (CHARTERER.) Loss (above insurance) on cargo Loss on cargo	. \$8, 101 . 26, 424	50 62
	34, 526	12
ATLANTIC MUTUAL INSURANCE COMPANY, NEW YORK. Insurers on cargo for— George A. Potter James C. Jewett Charles H. Pratt Westray, Gibbes & Hardcastle	. 710 . 817 . 900	00 00 00
N. S. McCready & Co	35, 091	
MERCANTILE MUTUAL INSURANCE COMPANY, NEW YORK. Insurers on cargo, John Sniffln, jr	. \$400	00
	1, 100	00
NEW YORK MUTUAL INSURANCE COMPANY, NEW YORK. Insurers on cargo for John Endicott	. \$2,500	
SUN MUTUAL INSURANCE COMPANY, NEW YORK. Insurers on cargo for H. F. Vail	. \$1,400	00
PACIFIC MUTUAL INSURANCE COMPANY, NEW YORK. Insurers on cargo for J. Cutler Fuller	. \$1,822	00
NATIONAL INSURANCE COMPANY, BOSTON. Insurers on vessel for Norton Pratt	. \$8,000 b <u>* COO</u>	00 210

#### Union Jack.

CHINA MUTUAL INSURANCE COMPANY, BOSTON. Insurers on cargo for J. M. Forbes & Co	\$5, 250 00 1, 600 00
	6, 850 00
BOSTON INSURANCE COMPANY, BOSTON. Insurers on cargo for Stephen Tilton & Co	
FRANKLIN KNIGHT. Loss of office as consul	<b>\$10.000.00</b>
Loss of private library, personal effects, &c	1,015 00
	11,015 00
CHARLES H. PLATT. Loss on cargo	<b>\$739 48</b>
C. D. LEWIS. Loss on cargo	<b>\$857</b> 70
(The amount here claimed is the cost in New York of comprising the shipment. Mr. Lewis claims in addissecond memorial, prospective profits, from 65 to 69 per tional.)	tion, in his
BYRON BENINGER. Loss of personal effects, &c	<b>\$1,783</b> 83
MRS. IRENE BIRTWHISTLE. Loss of personal effects, &c	<b>\$1,640</b> 05
MARY A. HOTCHKISS, NEW HAVEN, CONNECTICUT.  Loss of personal effects	. \$469 00

#### List of papers.

CHARLES P. WEAVER AND OTHERS, (OWNERS.)

a. Letter of agent, transmitting—b. Sworn memorial; c. Power of attorney, appointing C. P. Weaver agent; d. Certified copy of master's protest; e. Collector's certificate as to ownership of vessel; f. Charter contract between master and George A. Potter; g. Marine inspector's certificate as to value of vessel, &c.; h. Letter from agent, giving his address, &c.

CHARLES P. WEAVER, (MASTER.)

a. Statement of his loss.

(For other papers relative to his claim see b. in owners' list.)

GEORGE A. POTTER, (CHARTERER.)

a. Letter of claimant, presenting his claim, and transmitting documentary proofs. (These inclosures were returned to claimant.)
 b. Letter of claimant, correcting amount before claimed; c. Letter from Lawson & Walker, presenting additional claim.

ATLANTIC MUTUAL INSURANCE COMPANY, NEW YORK.

General papers:

a. Letter of president, transmitting—b. Memorial; c. Certified copy of master's protest.

#### Union Jack.

For losses paid George A. Potter:

a. Two copies of polices of insurance; b. Two assignments; c. Charter policy between master and George A. Potter; d. Five bills of lading.

For loss paid James C. Jewett:

a. Copy of policy of insurance; b. Assignment of claim; c. Bill of lading.

For loss paid Charles H. Pratt:

a. Copy of his policy of insurance; b. Assignment of claim; c. Bill of lading.

For loss paid Westray, Gibbes & Hardcastle:

a. Copy of policy of insurance; b. Their assignment of claim; c. Bill of lading.

For loss paid N. L. McCready & Co.:

a. Copy of their policy of insurance;
b. Their assignment of claim;
c. Bill of lading.

MERCANTILE MUTUAL INSURANCE COMPANY, NEW YORK.

a. Memorial of attorney, verified by affidavit of vice-president.

For loss paid John Sniffin, jr.:

a. Policy of insurance; b. Two bills of lading; c. Invoice shipment by John Sniffin, jr.; d. Assignment; e. Affidavit of sole insurance

For loss paid Alex. Roux:

- a. Policy of insurance; b. Two copies bills of furniture; c. Assignment of claim.
- NEW YORK MUTUAL INSURANCE COMPANY, NEW YORK.

For loss paid John Endicott:

a. Memorial of president, presenting claim; b. Attested copy of assignment; c. Certified copy bill of lading; d. Copy of invoice. SUN MUTUAL INSURANCE COMPANY, NEW YORK.

For loss paid J. F. Vail:

a. Sworn memorial of president.

PACIFIC MUTUAL INSURANCE COMPANY, NEW YORK.

For loss paid J. Carter Fuller:

a. Sworn memorial of president, relative to loss paid J. Cutler Fuller on cargo, presenting—b. Certified copy master's protest; c. Certificate of charterer of vessel as to the shipment insured; d. Statement of insurees' claim for loss; c. Affidavit of sole insurance; f. Assignment.

NATIONAL INSURANCE COMPANY, BOSTON.

For loss paid Norton Pratt:

- a. Memorial of president; b. Certified copy of policy; c. Certified copy of receipt and assignment.
- CHINA MUTUAL INSURANCE COMPANY, BOSTON.

For loss paid J. M. Forbes & Co.:

a. Sworn memorial of president; b. Certified copies of master's protest and extended protest; c. Certified copy of manifest; d. Policy of insurance; c. Certified copy of invoice.

For loss paid T. E. Whiting:

a. Sworn memorial of president; b. Original policy; c. Certifled copy of invoice.

## Union Jack-Virginia.

BOSTON INSURANCE COMPANY, BOSTON.

For loss paid Stephen Tilton & Co.:

a. Letter from Bradford & Folger, attorneys, transmitting—b. Memorial from Joseph B. Tilton, president; c. Certified copy of invoice; d. Open policy of insurance; e. Certified copy of bill of lading.

FRANKLIN KNIGHT.

a. Sworn memorial of claimant, (at time of loss commissioned consul of the United States for the district of Shantung, China;) b. Schedule of personal effects, expenses, &c.

CHARLES H. PLATT.

a. Letter of claimant, transmitting—b. His affidavit relative to loss: c. Copy of invoice; d. Copy of bill of lading.

C. D. LEWIS.

a. Letter of claimant relative to claim, and asking instruction; b. Letter of same, transmitting—c. Sworn memorial, claiming only cost of articles shipped; d. Bill of lading; e. Invoice; f. Letter of claimant, transmitting suplementary memorial and papers; g. Supplementary sworn memorial, claiming prospective profits; h. Two letters to claimant from Olyphant & Co., Shanghai; i. Three bills of purchases in New York; j. Two copies of account sales in China; k. One account sales in China, (original;) l. Letter to claimant from Olyphant & Co., Hongkong; m. Five printed circulars giving reports of the market at Shanghai, China.

BYRON BININGER.

a. Attorney's letter, stating nature and amount of claim, and transmitting—b. Letter of claimant, with—c. His sworn account.

MRS. IRENE BIRTWHISTLE.

a. Letter from Charles P. Weaver to Hon. B. M. Boyer, transmitting—b. Account of claimant, verified by her affidavit; c. Affidavit of master.

MARY A. HOTCHKISS.

a. Letter from claimant stating loss.

#### VIRGINIA.

Bark Virginia of New Bedford, Massachusetts; 34634 tons burden. Shadrach R. Tilton, master. William Hathaway, jr.,  $\frac{1}{30}$ ; Joseph and William R. Wing, copartners, under style of J. & W. R. Wing,  $\frac{1}{32}$ ; Mary C. Luce,  $\frac{2}{32}$ ; William Hathaway, jr., Edward W. Howland, and William Penn Howland, executors of Matthew Luce, deceased,  $\frac{4}{32}$ , of New Bedford; Richard C. Nichols,  $\frac{2}{32}$ , of Boston; Richard G. Luce,  $\frac{4}{32}$ ; Lorenzo Smith,  $\frac{2}{32}$ ; and Benjamin C. Cromwell,  $\frac{1}{32}$ , of Tisbury; S. W. Cary, administrator of Leroy M. Yales, late of New York, deceased,  $\frac{2}{32}$ ; and Henry Realing and Abrea H. Davis, of New York, and Edward D. and Henry Barling, and Abner II. Davis, of New York, and Edward D. Mandell, of New Bedford, executors of Edward Mott Robinson, late of New York, deceased,  $\frac{4}{32}$ , owners. Sailed from New Bedford on the 26th of August, 1862, on a whaling voyage to the Atlantic and Pacific Oceans. On the 17th of the month ensuing, in latitude 39° north, longitude 34° west, was captured and burned by the Alabama. The master and crew of the Virginia lay seventeen days in irons on the deck of the Alabama, when they were transferred to the Golden Lead, and sent to New York. Digitized by GOOSIG

Total claims filed, \$167,500.

## Virginia.

#### Claims.

OWNERS.  Loss of vessel, outfit, &c  Loss of prospective profits	\$50,000 00 103,950 00
	153, 950 00
(Owners claim for full value of vessel irrespective of paance.)	rtial insur-
MANUFACTURERS' INSURANCE COMPANY, BOSTON. Insurers on vessel, L. L. and S. H. Nichols	. \$2,000 00
MUTUAL MARINE INSURANCE COMPANY, NEW BEDFORD. Insurers on vessel and outfit, William Hathaway, jr Insurers on vessel and outfit, Benjamin C. Cromwell	\$10,000 00 750 00
	10,750 00
UNION MUTUAL MARINE INSURANCE COMPANY, NEW BEDFOR Insurers on vessel and outfit, J. & W. R. Wing & Co	8D. \$800 00

## List of papers.

WILLIAM HATHAWAY, JR., AND OTHERS, (OWNERS.)

a. Letter of Thomas D. Eliot, transmitting—b. Joint memorial of sundry ship-owners, of New Bedford; c. certified copy of master's protest; d. Letter from attorneys, transmitting—e. Second memorial of owners, verified by the affidavit of William Hathaway, jr., managing owner until the capture of vessel; f. Certified copy of master's protest; g. Certified copy of register; h. Certified copy of clearance; i. Certified copy of manifest.

MANUFACTURERS' INSURANCE COMPANY OF BOSTON.

a. Sworn memorial of president relative to loss paid Richard C. Nichols; b. Certified copy of policy to L. L. & S. H. Nichols, payable to Richard C. Nichols; c. Čertified copy of master's protest; d. Certified copy of register; e. Certified copy affidavit of managing owner as to value of vessel, outfit, &c.; f. Certified copy assignment of claim; g. Certified copy bill of sale to Richard C. Nichols, of part interest in vessel.

MUTUAL MARINE INSURANCE COMPANY, NEW BEDFORD.

General papers:

a. Sworn memorial of president and secretary claiming indemnity for losses on cargo and outfit paid William Hathaway, jr., and Benjamin C. Cromwell.

For loss paid William Hathaway, jr.: Copy of policy.

For loss paid Benjamin C. Cromwell:

Copy of policy.

UNION MUTUAL INSURANCE COMPANY, NEW BEDFORD.

a. Sworn memorial of president and secretary claiming indemnity for losses paid J. & W. R. Wing & Co., on cargo and outfit; b. Copy of policy. Digitized by GOOGLE

#### Wave Crest.

#### · WAVE CREST.

Bark Wave Crest of New York;  $408\frac{8}{9}\frac{3}{2}$  tons burden. John E. Harmon, master. John E. Harmon,  $\frac{4}{32}$ ; John M. Gillet,  $\frac{2}{32}$ ; Emanuel Bloomingdale,  $\frac{3}{32}$ ; Oliver M. Pettit,  $\frac{3}{32}$ ; Nicholas F. and Benjamin W. Wilson,  $\frac{1}{32}$ ; Nathaniel L. McCready and John W. Mott,  $\frac{3}{32}$ ; Richard M. Nichols,  $\frac{1}{32}$ ; Oliver M. Pettit and Jonas Smith,  $\frac{1}{32}$ ; James Adger,  $\frac{4}{32}$ ; William Howland & Co.,  $\frac{2}{32}$ ; E. A. Mitchell,  $\frac{2}{32}$ , and A. Blackman,  $\frac{2}{32}$ , owners. Sailed from New York on the 29th of September, 1862, for Cardiff, with full cargo of grain and flour. On the 7th of October following, in latitude  $42^{\circ}$  30' north, longitude  $54^{\circ}$  20' west, was captured and burned by Alabama.

Total claims filed, \$59,264 10.

#### Claims.

OWNERS AS ABOVE NAMED OR THEIR EXECUTORS. Loss of vessel	<b>\$26,000</b>	00
Loss of furnishing and outfit	3,000	00
Loss of freight money	4, 772	
	33, 772	00
J. E. HARMON, (MASTER AND PART OWNER.)  For loss of personal effects  For loss of wages and primage, and for extra expenses	\$300	00
occasioned him	850	00
	1, 150	00
JOHN H. HOWELL, (STEWARD.)  Loss of personal effects wages, &c	\$250	00
GREAT WESTERN INSURANCE COMPANY, NEW YORK. Insurers on cargo for F. F. Dufais	<b>\$22,800</b>	00
PETER RICE & CO. Loss on cargo	<b>\$</b> 1, 292	10

## List of papers.

OWNERS OR THEIR EXECUTORS, (George Schmidt, executor of John M. Gillet, deceased; Robert Adger, executor of James Adger; Lewis S. Davis and Lyman B. Smith, executors of Jonas Smith; and Edward N. Smith, executor, and Louisa P. Pettit, executrix of Oliver M. Pettit.) John E. Harmon, representative.

a. Letter of Hon. John Fox, transmitting—b. Sworn memorial of John E. Harmon, master, for himself and as representative; c. Certified copy of register; d. Certified copy of manifest; e. Certificate of naturalization of Emanuel Bloomingdale; f. Policy of insurance.

JOHN H. HOWELL, (STEWARD.)

a. Letter of Hon. John Fox, transmitting—b. Sworn memorial of claimant; c. Certificate of naturalization. Digitized by

## Wave Crest-Weather-Gage.

GREAT WESTERN INSURANCE COMPANY, NEW YORK.

a. Sworn memorial of president.

PETER RICE & CO.

a. Letter of claimants, transmitting—b. Statement of amount and value of cargo; c. Certified copy bill of lading.

### WEATHER-GAGE.

Schooner Weather-Gage of Provincetown, Massachussetts; — tons burden. Samuel C. Small, master. Henry Cook,  $\frac{1}{24}$ ; Samuel C. Small,  $\frac{2}{6}$ ; Sylvanus Cook,  $\frac{1}{4}$ ; Jonathan Cook,  $\frac{1}{4}$ ; Samuel Cook,  $\frac{2}{16}$ ; Charles H. Dyer,  $\frac{1}{16}$ ; Isaac F. Mayo,  $\frac{2}{16}$ ; John D. Mayo,  $\frac{1}{16}$ ; Joseph Mayo,  $\frac{1}{16}$ ; Leonard Ware,  $\frac{1}{16}$ ; Ebenezer Atkins,  $\frac{1}{16}$ ; Henry A. Barker,  $\frac{1}{32}$ ; Hiram Barker,  $\frac{1}{32}$ ; John James,  $\frac{1}{16}$ ; Leonard McKenzie,  $\frac{1}{16}$ , owners. Sailed from Provincetown on the 4th of August, 1862, on a whaling voyage to the North Atlantic. On the 9th of September following, when near the island of Coroo, was captured by the Alabama, and burned the ensuing day. Total claims filed, \$11,545 54.

## Claims.

OWNERS AS ABOVE-NAMED.  Loss of vessel	<b>\$</b> 9,853	84
SAMUEL COOK, (PART OWNER.) Loss of one chronometer	<b>\$</b> 200	00
SAMUEL C. SMALL, (MASTER.)  Loss of books, charts, quadrants, &c., &c	<b>\$166</b>	70
JOHN W. ATKINS, (SHIP-KEEPER.)  Loss by interruption of voyage  Loss of personal effects, &c	\$800 525	
•	1, 325	

## List of papers.

HENRY COOK AND OTHERS, (OWNERS OF THE SCHOONER WEATHER-GAGE.)

a. Letter of attorney, transmitting—b. Sworn memorial of owners:

c. Marine protests of master and mate; d. Certified copy of

register; e. Letter from attorney.

SAMUEL COOK, (PART OWNER.)

(For evidence in his claim for loss exclusive of interest in vessel, see papers filed by owners, above enumerated, especially the memorial, b.)

SAMUEL C. SMALL, (MASTER.)

(See papers filed by owners, especially the memorial, b.)

JOHN W. ATKINS. (SHIP-KEEPER.)

a. Affidavit of claimant, stating nature and amount of claim.

## Winged Racer.

## WINGED RACER.

Ship Winged Racer of New York;  $1,767\frac{4}{9}\frac{4}{5}$  tons burden. George Cumming, master. Owned by Henry W. Hubbell,  $\frac{7}{24}$ ; assigned to John R. Gardner and others. Robert L. Taylor,  $\frac{7}{24}$ ; assigned to John R. Gardner and others; Edward H. Gillilan,  $\frac{7}{24}$ ; George H. Ashton,  $\frac{3}{24}$ . Sailed from Manila for New York, on the 8th of October, 1863, laden with general cargo. On 10th of November following, when near the island of Sumatra, was captured and burned, with her cargo, by the Alabama.

Total claims filed, \$341,823 54.

HENRY W. HUBBELL, NEW YORK.

### Claims.

Loss of vessel and freight	\$23,944 37
Loss of cargo	116, 922 40
	140, 866 77
ROBERT L. TAYLOR, NEW YORK.	
Loss of vessel and freight	<b>\$23,944</b> 37
Loss of cargo	116, 922 40
	140, 866 77
GEORGE CUMMING, (MASTER.)	
Loss of personal effects	<b>\$2,784 00</b>
Loss of personal effects and seven months, as pre- sented by Lawson & Walker	3, 188 00
	5, 972 00
GEORGE W. THOMPSON, (MATE.)	
Loss of personal effects, &c	\$980 00
PACIFIC MUTUAL INSURANCE COMPANY, NEW YORK. Insurers on cargo for H. W. Hubbell	\$15,000 00
COLUMBIAN INSURANCE COMPANY.	
Re insurers of Pacific Mutual	5,000 00
ATLANTIC MUTUAL INSURANCE COMPANY.	<u> </u>
Insurers on cargo for Youngs & Co	\$20, 118 00
Insurers on cargo for Youngs, Smith & Co	2, 720 00
Insurers on freight for George Ashton	3,000 00
Insurers on cargo for Parsons & Petit	300 00
Insurers on vessel, &c. for George Ashton	6,000 00
	32, 138 00
MERCANTILE MUTUAL INSURANCE COMPANY, NEW YORK.	=
Insurance on nautical instruments, &c., for George	
Cumming	<b>\$1,000 00</b>
List of namers	

## List of papers.

a. Letter of inquiry; b. Certified copy of enrollment; c. Sworn memorial of Henry W. Hubbell; d. Attested copy of protest of

## Winged Racer.

master; e. Affidavit of Augustus F. Berrian, as to value of vessel; f. Affidavit of Augustus Proal, as to value of vessel; g. Affidavit of Thomas F. Young, as to value of freight; h. Affidavit of William Whitlock, as to value of freight; i. Bill of pro forma sale of cargo of vessel; j. Affidavit of John E. Forbes, as to value of cargo; k. Affidavit of Reginald H. Anthon, as to value of cargo; l. Affidavit of Francis Skiddy, as to value of sugar; m. Affidavit of Augustus F. Dow, as to value of sugar; n. Affidavit of Charles E. Morris, as to value of camphor; o. Four certified invoices of Peele, Hubbell & Co. to S. de Visser; p. Four bills of lading of Peele, Hubbell & Co. to S. de Visser; q. Letter from Evarts, Southmayd & Choate, transmitting—r. Exemplified copy of assignment for benefit of creditors to John R. Gardner and others in each case.

### ROBERT L. TAYLOR, (PART OWNER.)

a. Letter of attorney, transmitting—b. Sworn memorial of Robert L. Taylor; c. Certified copy of enrollment; d. Certified copy of master's protest; e. Affidavit of Augustus F. Berrian, as to value of ship; f. Affidavit of Augustus Proal, as to value of ship; g. Affidavit of Thomas F. Youngs, as to freight; h. Affidavit of William Whitlock, as to freight; i. Bill of pro forma sale of cargo of vessel; j. Affidavit of John E. Forbes, as to freight; k. Affidavit of Reginald H. Anthon, as to freight; l. Affidavit of Francis Skiddy, as to value of cargo; m. Affidavit of Augustus F. Dow, as to value of sugar; n. Affidavit of Charles E. Morris, as to value of camphor; o. Four certified copies invoices of freight; p. Four copies of bills of lading; q. Letter from Evarts, Southmayd & Choate, transmitting—r. Exemplified copy of assignment for benefit of creditors to John R. Gardner and others in each case.

#### GEORGE L. CUMMING, (MASTER.)

a. Letter of attorney, transmitting—b. Sworn memorial of George Cumming; c. Letter of Lawson & Walker presenting claim.

### GEORGE W. THOMPSON, (MATE.)

a. Memorial stating claim.

## PACIFIC MUTUAL INSURANCE COMPANY, NEW YORK.

a. Sworn memorial of A. L. Edwards, president; b. Affidavit of H. W Hubbell; c. Assignment of insurance by H. W. Hubbell; d. Two bills of lading; e. Re-insurance policy of Pacific Mutual with Columbian Insurance Company; f. Bill of Pacific Mutual against Columbian Insurance Company; g. Sworn assignment of re-insurance on cargo.

#### COLUMBIAN INSURANCE COMPANY.

a. Notification of claim for re-insurance of Pacific Mutual.

### ATLANTIC MUTUAL INSURANCE COMPANY, NEW YORK.

a. Letter of president; b. Statement of facts; c. Attested copy of master's protest; d. Three bills of lading; e. Five assignments.

#### MERCANTILE MUTUAL MARINE INSURANCE COMPANY.

For loss paid George Cumming:

a. Sworn memorial of Arch'd G. Montgomery, vice-president; b. Policy of insurance; c. Assignment of claim.

## BY THE CHICKAMAUGA.

### EMMA L. HALL.

Bark Emma L. Hall of New York;  $492\frac{24}{95}$  tons burden. George W. Coggins, master and owner,  $\frac{3}{16}$ ; E. J. & Charles Peters, copartners,  $\frac{7}{16}$ ; Isaac Hall,  $\frac{4}{16}$ ; James Borland and James A. Borland, copartners,  $\frac{7}{16}$ ; Thomas H. Armstrong,  $\frac{1}{16}$ ; James W. Griffin,  $\frac{1}{16}$ ; Warren Ray,  $\frac{7}{16}$ ; Chancey Barnes,  $\frac{1}{16}$ ; and John A. Pease,  $\frac{1}{16}$ ; all of New York City. Sailed from Cardenas, Cuba, on the 13th of October, 1864, with a cargo of sugar and molasses, for New York. On the 31st October, 1864, was captured by the Chickamauga and burned.

Total claims filed, \$22,921.

#### Claims.

COLUMBIAN INSURANCE COMPANY, NEW YORK. Insurers on vessel for Charles and E. J. Peters Insurers on vessel for T. H. Armstrong Insurers on cargo for Union Mutual Insurance Company	1,563	00
	19,063	00
UNION MUTUAL INSURANCE COMPANY, NEW YORK. Insurers on cargo for Peter V. King	<b>\$</b> 3, 858	00

### List of papers.

COLUMBIAN INSURANCE COMPANY, NEW YORK.

General papers:

a. Attorney's letter transmitting—b. Sworn memorial of George A. Osgood, receiver; c. Enrollment of vessel; d. Certified copy of master's protest.

For loss paid Charles and E. J. Peters:

a. Policy of insurance.

For loss paid T. H. Armstrong:

a. Certified copy of policy of insurance in Mutual Insurance Company.

For loss paid Union Mutual Insurance Company:

a. Policy of re-insurance.

UNION MUTUAL INSURANCE COMPANY, NEW YORK.

For loss paid Peter V. King & Co:

a. Attested copy of policy in Mutual Insurance Company to P. V. King & Co.; b. Attested copy bill of lading; c. Attested copy P. V. King & Co.'s statement of loss; d. Attested copy certified invoice; e. Attested copy P. V. King & Co.'s receipt to Mutual Insurance Company for payment of insurance; f. Attested copies four bills of lading, shipment to Moses Taylor & Co.; g. Attested copy certified invoice of same; h. Attested copy receipt of Moses Taylor & Co. to Mutual Insurance Company, New York, for payment of insurance.

## M. L. Potter-Shooting Star.

## M. L. POTTER.

Bark M. L. Potter of Bangor, Maine; 398 tons burden. Robert Tapley, master. Sailed from Bangor, Maine, on the 23d day of October, 1864, for Key West, laden with lumber. On the 30th October, 1864, was captured and burned, with her cargo, by the Chickamauga. Total claims filed, \$2,750.

## Claims.

COLUMBIAN INSURANCE COMPANY, NEW YORK.
Insurers on cargo for Holyoke & Murray ......

**\$2,750 00** 

## List of papers.

COLUMBIAN INSURANCE COMPANY, NEW YORK.

a. Marine protest of master; b. Notification of claim; c. Bill of lading; d. Invoice; c. Copy of policy of insurance.

### SHOOTING STAR. .

Ship Shooting Star of New York; 947 tons burden. L. H. Drinkwater, master. Sailed from New York, for Panama, on the 29th day of October, 1864, laden with coal. On the 31st of October, 1864, in longitude 70°, latitude 39° 20′, was captured and burned, with her cargo, by the Chickamauga.

Total claim filed, \$69,983 85.

### Claims.

PACIFIC MAIL STEAMSHIP COMPANY. Loss on cargo	<b>\$14, 483</b> 85
COLUMBIAN INSURANCE COMPANY, NEW YORK. Insurers on vessel for Samuel G. Reed Insurers on vessel for E. Mott Robinson Insurers on charts, &c., L. H. Drinkwater	\$25,000 00 20,000 00 500 00
·	45, 500 00
WASHINGTON MARINE INSURANCE COMPANY NEW YORK. Insurers on freight	<b>\$10,000 00</b>

## List of papers.

PACIFIC MAIL STEAMSHIP COMPANY.

a. Letter of T. Scudder, attorney, presenting—b. Sworn memorial;
 c. Marine protest;
 d. Bill of lading;
 e. Invoice.

COLUMBIAN INSURANCE COMPANY, NEW YORK.

General papers:

- a. Notification of claims of several parties insured; b. Copy of master's protest; c. Copy of register; d. Copies of three separate policies of insurance.
- WASHINGTON MARINE INSURANCE COMPANY, NEW YORK.
  - a. Letter of E. A. Doolittle, inclosing sworn memorial by Google

## BY THE FLORIDA.

#### ALDEBARAN.

Schooner Aldebaran of New York; of 189\frac{1}{6}\frac{1}{5}\text{ tons burden.} Robert W. Hand, master, and owned by Nehemiah Hand, and the said Robert W. Hand, of Setauket, New York. Sailed from New York, February 27, 1863, laden with general cargo and bound for Maranham; was captured March 13, 1863, about latitude 29\circ 16' north, longitude 51\circ 10' west, by the Florida, plundered and burned.

Total claims filed, \$24,556 85.

$C\iota$	aı	m	8.

OWNERS. Loss of vessel Loss of stores Loss of personal property belonging to master	<b>500 00</b>
·	24, 556 85

## List of papers.

William Marvin transmits—a. sworn memorial of Nehemiah Hand and Robert N. Hand, owners; b. Henry A. Nelson's receipted bill for sails, &c.; c. Certified copy of register; d. Sworn protest of Robert N. Hand, master and crew.

Nehemiah Hand's letter calls attention to armament and crew of Florida and to his claim.

#### ANGLO SAXON.

Ship Anglo Saxon of New York; of 868 tons burden. John M. Cavarley, master; David Nevins, owner one half, E. Mott Robinson owner one half. Sailed Angust 17,1863, on a voyage from Liverpool to New York, laden with coal. On the 21st of August was sunk by Florida with cargo on board, twenty-five miles from Queenstown, Ireland. Ship's papers retained by Captain Maffitt.

Total claims filed, \$42,710 79.

#### Claims

Caims.		
DAVID NEVINS, BOSTON.  Loss of one-half part vessel	\$22,500	00
Loss of one half part freight money due on delivery of cargo	1,710	79
Less insurance on vessel, Neptune Insurance Company	24, 210 6, 000	79 00
Total claim	\$18, 210	79

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## Anglo Saxon-Avon.

WASHINGTON MARINE INSURANCE COMPANY, NEW YORK. Insurers on vessel,	<b>\$6,000 00</b>
COLUMBIAN INSURANCE COMPANY, NEW YORK. Insurers on vessel for E. Mott Robinson	<b>\$7,000 00</b>
NEPTUNE INSURANCE COMPANY, NEW YORK. Insurers on vessel for David Nevins	\$6,000 00
COMMERCIAL MUTUAL INSURANCE COMPANY, NEW YORK. Insurers on cargo for Williamsburgh Gas-Light Company	<b>\$</b> 5,500 00

## List of papers.

DAVID NEVINS.

David Nevins, letter inclosing—a. Sworn memorial relating to capture and amount of claim.

WASHINGTON MARINE INSURANCE COMPANY.

a. Sworn memorial relating to loss of company as insurers of vessel. COLUMBIAN INSURANCE COMPANY.

For loss paid E. M. Robinson:

a. Townsend Scudders, statement of facts relative to loss of vessel; b. Policy of insurance; c. Edward M. Robinson as owner, receipt in full for amount of insurance; d. Certified copy of register; e. Copy of marine protest before Consul Putnan; f. Notification of claim as assignees of E. M. Robinson.

NEPTUNE INSURANCE COMPANY, NEW YORK.

For loss paid David Nevins:

Letter inclosing—a. Certified copy of insurance policy in favor of David Nevins, one half owner; b. Certified copy of Nevins's dedenial of any other insurance on his half of vessel; c. Certified copy of David Nevins's receipt for payment in full of policy.

COMMERCIAL MUTUAL INSURANCE COMPANY, NEW YORK. For loss paid Williamsburgh Gas-Light Company:

a. Memorial of Commercial Mutual Insurance Company; b. Certified copy of extended marine protest of John M. Cavarley, master, and other officers; c. Bill of lading; d. Invoice of coal; e. Assignment of claim of Williamsburgh Gas-Light Company.

#### AVON.

Ship Avon of Boston; burden 946 tons. Alfred Howes, master. Hartley Lord, Henry C. Lord, David C. Cleaves, John W. Deering, George Wise, M. C. Maling, Alfred Howes, owners. Sailed December 3, 1863, from Howland's Island, in the North Pacific, with a cargo of guano for Queenstown. On 29th March, 1864, in latitude 14° 40', longitude 33° 25', ship and cargo were burned by the Florida. Nautical instruments. charts, provisions, &c., transferred to Florida. Digitized by Google

Total claims filed, \$223,201 40.

#### Avon.

#### Claims.

OWNERS. Loss of vessel Loss of freight money	\$80,000 50,000	00 00
	130,000	00
H. C. FLYNN, (OFFICER OF THE VESSEL.)  Loss of personal effects	<b>\$</b> 500	00
ALFRED HOWES, (MASTER.) Loss of personal effects, primage	\$3,000	00
UNITED STATES GUANO COMPANY, 39 SOUTH STREET, NEW Y Loss on cargo	ORK. \$32, 701	40
CHINA MUTUAL INSURANCE COMPANY, BOSTON. Insurers on freight for Hartley Lord & Co	\$5,000	00
SUN MUTUAL INSURANCE COMPANY, NEW YORK. Insurance on vessel for Hartley Lord & Co	<b>\$</b> 9, 000	00
COLUMBIAN INSURANCE COMPANY, NEW YORK. Insurers on cargo for Flint, Peabody & Co., insured by Glidden & Williams	<b>\$</b> 7,000	00
BOYLSTON FIRE AND MARINE INSURANCE COMPANY, BOSTON Insurers on cargo for Flint, Peabody & Co., insured by Glidden & Williams		00
GREAT WESTERN INSURANCE COMPANY, NEW YORK. Insurers on freight for Hartley Lord & Co	\$30,000	00
List of papers.		
OWNERS HARTLEY LORD AND OTHERS		

OWNERS, HARTLEY LORD AND OTHERS.

a. Hartley Lord & Co. inclose—b. Sworn memorial of owners, including statement of master's (A. Howes) claim for personal effects, and affidavit of H. C. Flinn, as to claim for personal effects.

NEW YORK GUANO COMPANY.

a. Letter of secretary, inclosing—b. Sworn memorial of A. G. Benson, president, and G. W. Benson, secretary, as to their claim as sole owners of 1,600 tons of guano.

CHINA MUTUAL INSURANCE COMPANY, BOSTON. For loss paid Hartley Lord & Co.:

a. Memorial of Francis Bacon, president; b. Original policy of insurance; c. Certified copy of marine protest of captain and other officers.

SUN MUTUAL INSURANCE COMPANY, NEW YORK.

For loss paid Hartley Lord & Co.:

a. Sworn memorial of Moses H. Grinnell, president.

COLUMBIAN INSURANCE COMPANY, NEW YORK.

For loss paid Glidden & Williams:

a. Notification of their claim as assignees and insurers of Glidden & Williams; b. Sworn memorial of George A. Osgood and Cyrus Curtis, relative to their claim as receivers of Columbian Insurance

#### Avon-B. F. Hoxie.

Company, for insurance of Glidden & Williams's interest in cargo; c. Letter of Glidden & Williams as to cargo of Avon, incloses—d. Affidavit of John M. S. Williams denying any other insurance on Flint, Peabody & Co.'s interest in the cargo of the Avon than that in the Columbian Insurance Company, and Boylston Marine and Fire Insurance Company; e. Glidden & Williams's letter as to payment of policy; f. Glidden & Williams's assignment of their interest in cargo; g. Certified copy of protest of Captain Howes and other officers; h. Certified copy of register; i. Glidden & Williams's letter relative to bill of lading; j. O. P. Mills's bill of lading of ship Avon not to be produced; k. Memorandum as to amount of and policy of insurance; l. Memorandum as to absence of shipper's name from bill of lading; m. Certified copy of policy of insurance.

BOYLSTON MARINE AND FIRE INSURANCE COMPANY, BOSTON.

For loss paid Glidden & Williams:

a. Sworn memorial claiming to be insurers and assignees of Glidden
 & Williams, inclosing—b. Policy of insurance in favor of Glidden
 & Williams. Copy of Gliddin & William's assignment.

GREAT WESTERN INSURANCE COMPANY, NEW YORK.

For loss paid Hartley Lord & Co.:

a. Sworn memorial of Richard Lathers, president.

#### B. F. HOXIE.

Ship B. F. Hoxie of Mystic, Connecticut; of 1,387 tons burden. B. F. Hoxie, Mrs. Mary E. Stark, William Clife, Joseph Griswold, Sanford A. Williams, George B. Packer, Benjamin Burrows, jr., Simeon Fish, Nathan G. Fish, J. D. Fish & Co., William E. Mason, George B. Crary, owners. George B. Crary, master. Sailed from Altata, west coast of Mexico, on the 28th of March, 1863, bound for Falmouth, England, with cargo of dye-wood, ore and bar silver; was captured by the Florida June 16, 1863, in latitude 10° 30′ north, longitude 36° 30′ west, and burned. Silver bars taken on board Florida. Captain's chronometers, &c., forfeited.

Total claims filed, \$98,000.

Claims.

OWNERS.		
Loss of vessel	<b>\$</b> 70,000	00
Loss of freight money		
Captain's primage and instruments, (two chronometers)	2,000	00

98,000 00

No insurance on vessel, freight, or captain's primage.

# List of papers.

OWNERS.

a. Letters of Augustus Brandage, M. C., inclosing—b. Certified copy of note of protest by Captain Crary before United States consul at Antwerp; c. Certified copy of extended note of protest by Captain Crary and other officers; d. Affidavit of Nathan G. Fish and George B. Crary, as to capture, value, and owners of ship, 100

### Clarance-Commonwealth.

#### CLARENCE.

Total claims filed, \$19,400.

#### Claims.

## List of papers.

MERCHANTS' MUTUAL INSURANCE COMPANY.

For loss paid Joseph Crosby:

a. Letter from G. B. Coale, president, transmitting—b. Sworn memorial; c. Certified copy of register.

#### COMMONWEALTH.

Total claims filed, \$367,617 88.

• ,		
· Claims.		
N. P. Mann & Co., one fourth owners, claim for their	\$22, 250	00
ALLIANCE INSURANCE COMPANY, BOSTON. Insurers on vessel for Dunbar and Colby, (with int.)	<b>\$10,000</b>	00
BOYLSTON FIRE AND MARINE INSURANCE COMPANY, BOSTON. Insurers on vessel for Grace Batson	<b>\$</b> 3,000	00
NEW ENGLAND MUTUAL MARINE INSURANCE COMPANY, BOST Insurers on vessel for Harvey Scudder & Co., (with interest and expenses)	\$5,000 17,500	00

COLUMBIAN INSURANCE COMPANY, NEW YORK. Insurers on cargo for R. Marcher & Bros. Insurers on cargo for Dunbar & Colby. Insurers on primage for Dunbar & Colby. Insurers on freight for Dunbar & Colby.	\$428 00 5,000 00 2,000 00 10,000 00
MANUFACTURERS' INSURANCE COMPANY, BOSTON. Insurers on cargo for Jacob Stanwood Insurers on cargo for Richard Patrick	\$2,700 00 6,000 00 8,700 00
CALIFORNIA INSURANCE COMPANY, SAN FRANCISCO, ASSIGNE FORNIA MUTUAL MARINE INSURANCE COMPANY. Insurers on cargo for Howard & Co	E OF CALI-
PACIFIC MUTUAL INSURANCE COMPANY, NEW YORK. Insurers on cargo for Morris Speyer Insurers on cargo for W. S. Toole Insurers on cargo for William Seligman Insurers on cargo for Cornelius Comstock Insurers on cargo for John Keys	\$1,855 00 1,100 00 7,500 00 2,818 00 291 00
UNION MUTUAL INSURANCE COMPANY, NEW YORK. Insurers on cargo for A. O. Stout	\$5,000 00
SUN MUTUAL INSURANCE COMPANY, NEW YORK. Insurers on cargo for H. Dopmann & Co Insurers on cargo for Josiah Macy & Son	\$1,600 00 1,287 00
METROPOLITAN INSURANCE COMPANY, NEW YORK. Insurers on freight for Messrs. Dunbar & Colby	2, 887 00 \$2,000 00
GREAT WESTERN INSURANCE COMPANY, NEW YORK. Insurers on cargo for J. H. Coghill Insurers on cargo for A. B. & W. H. Westervelt	\$2,720 00 1,000 00
NEPTUNE INSURANCE COMPANY, NEW YORK. Insurers on cargo for Hawley & Co	3,720 00 ==================================
ATLANTIC MUTUAL INSURANCE COMPANY, NEW YORK. Insurers on cargo for— E. & H. T. Anthony Dunbar, Hobart & Co M. Herzog & Co J. B. Newton & Co Zorn & Co Kennedy & Bell	\$353 00 4,637 00 5,040 00 2,000 00 60 00 6,891 00

H. W. Bragg & Co	\$1, 141 1, 000	
W. C. Ward & Co.		00
C. H. Benedict & Co	4,050	00
John D. Wing		00
E. N. Kellog & Co	. 397	00
Hawley & Co	1,000	00
Kelly, Mott & Co	. 484	00
Charles W. Crosby	. 1,870	
Robert L. Taylor	4,000	00
Ross, Dempster & Co	7, 227	00
Brewster & Co		00
S. Hausman	1,600	00
Demas S. Barnes & Co	1,200	00
J. H. Coghill & Co		
C. H. Grant & Co	. 500	
Charles W. Crosby	7,150	
Mitchell, Vance & Co	300 2, 216	w
Keny, mon & co	2, 210	
	62, 044	
EMANUEL ROSENFELD AND JACOB ROSENFELD, NEW YORK.		
Loss on cargo	<b>\$</b> 18, 741	
VAN ANTWERP & MASSOL, NEW YORK.		
Loss on cargo	<b>\$714</b>	18
2000 02 00180	====	
JACOB ZECH, SAN FRANCISCO.		
Loss on cargo	<b>\$1,253</b>	96
		=
MURPHY, GRANT & CO., NEW YORK.		
MURPHY, GRANT & CO., NEW YORK. Loss on cargo	<b>\$15, 288</b>	77
	===	-
HAWLEY & CO., SAN FRANCISCO. Loss on cargo		
Loss on cargo	<b>\$</b> 8, <b>49</b> 6	19
		==
VAN WINKLE & DUNCAN, NEW YORK.	<b>#000</b>	00
VAN WINKLE & DUNCAN, NEW YORK. Loss on cargo	<b>\$283</b>	บข
DIMON HURRARD MALDEN MASSACHUSETTS		===
DIMON HUBBARD, MALDEN, MASSACHUSETTS. Loss on cargo	<b>\$</b> 696	57
ARMES & DALLAM, SAN FRANCISCO.		
ARMES & DALLAM, SAN FRANCISCO.  Loss on cargo	<b>\$</b> 1, 903	61
J. Y. HALLOCK & CO., SAN FRANCISCO.	40.040	00
J. Y. HALLOCK & CO., SAN FRANCISCO. Loss on cargo	Φ2, 948 	<b>0</b> U
JOHN E. LAUER. NEW YORK.		
VOLET AT ALLOWED, MAIN A CAME.		
Loss on cargo	8474	18
JOHN E. LAUER, NEW YORK. Loss on cargo	\$474	18
JAMES DE LA MONTANYA, SAN FRANCISCO.	<b>\$474</b>	18
	\$474 ===================================	18 == 15

CAMERON WHITTIER, & CO., SAN FRANCISCO.  Loss on cargo	
THOMAS EMERY'S SONS, CINCINNATI.  Loss on cargo	<b>\$4,498 20</b>
JOHN TAYLOR & CO., SAN FRANCISCO. Loss on cargo	<b>\$904</b> 88
J. HELLER & BROS., NEW YORK. Loss on cargo	<b>\$4,008 24</b>
A. R. BALDWIN & CO., SAN FRANCISCO.  Loss on cargo, (coin)	<b>\$1,500 00</b>
NASH & FOGG, SAN FRANCISCO. Loss on cargo	\$4,911 14
CHARLES G. HOOKER, SAN FRANCISCO.  Loss on cargo	<b>\$4,</b> 598 20
EDWARD SCHULTZE, SAN FRANCISCO.  Loss on cargo	<b>\$3,507 42</b>
ANDREW KOHLER, SAN FRANCISCO. Loss on cargo	\$946 00
L. B. BENCHLEY & CO., SAN FRANCISCO. Loss on cargo	<b>\$</b> 791 92
HENRY K. CUMMINGS. Loss on cargo	<b>\$1,779 30</b>
EMANUEL HOFFMAN, NEW YORK.  Loss on cargo	<b>\$</b> 632, 75
H. H. BANCROFT & CO., SAN FRANCISCO.  Loss on cargo	<b>\$850 00</b>
J. STRAUSS BROS. & CO., NEW YORK. Loss on cargo	<b>\$15,952 40</b>
THOMAS DAY, SAN FRANCISCO. Loss on cargo	
CONROY & CONNOR, NEW YORK. Loss on cargo	
TREADWELL & CO., BOSTON. Loss on cargo	<b>\$5,718 91</b>
JONES & HEWLETT, NEW YORK. Loss on cargo	<b>\$</b> 691 40
Z. EINSTEIN & BRO., BOSTON. Loss on cargo	<b>\$1,267</b> 50
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# LOSSES BY THE FLORIDA.

A. RICH & BRO., NEW YORK.  Loss on cargo	\$220 87
H. COHN & CO., NEW YORK.  Loss on cargo  Insurance premium	\$4,904 70 147 10
	5, 051 80
POLLACK & BRO., SAN FRANCISCO. Loss on cargo	<b>\$</b> 253 80
GEO. J. BROOKS & CO., NEW YORK. Loss on cargo	
ROBERTS, MORRISON & CO. Loss on cargo	<b>\$</b> 6, 394 20
HOSTETTER AND SMITH, PITTSBURGH. Loss on cargo	<b>\$2,062 09</b>
WM. HELLER & CO., NEW YORK. Loss on cargo	<b>\$9,810</b> 25
	<del></del>
COFFIN, REDINGTON & CO., NEW YORK. Loss on cargo	<b>\$3,342</b> 63
ROCKWELL, COYE & CO., SAN FRANCISCO. Loss on cargo	
GEORGE F. BRAGG, SAN FRANCISCO. Loss on commissions	<b>\$421 43</b>
E. C. CHAPIN, NEW YORK. Loss on cargo	<b>\$385</b> 80
CRANE & BRIGHAM, SAN FRANCISCO. Loss on cargo	<b>\$</b> 2,393 52
ALBERT DIBBLEE, SAN FRANCISCO. Loss on commission	
FAY BROTHERS, NEW YORK. Loss on cargo	<b>\$1,624 60</b>
SAMUEL GRAVES, SAN FRANCISCO. Loss on cargo	<b>\$</b> 1,670 40
GEORGE HOWES & CO., NEW YORK AND SAN FRANCISCO. Loss on cargo	<b>\$1,949</b> 33
HAYNES & LAWTON, SAN FRANCISCO. Loss on cargo	\$918 30
AUGUST HANZO, SAN FRANCISCO. Loss on cargo	

EDWARD S. JUNES, NEW YORK. Loss on cargo	<b>\$</b> 3, 908 53
J. C. JOHNSON, SAN FRANCISCO.  Loss on cargo	<b>\$</b> 776 00
WILLIAM MEYER & CO., NEW YORK AND SAN FRANCISCO. Loss on cargo	\$2,528 19
R. H. McDONALD & CO., NEW YORK AND SAN FRANCISCO.  Loss on cargo	<b>\$1,116 47</b>
J. B. NEWTON & CO., NEW YORK AND SAN FRANCISCO.  Loss on commissions	<b>\$</b> 763 54
ROCKWELL, COYE & CO., SAN FRANCISCO. Loss on cargo	
S. & B. SCHWEITZER, SAN FRANCISCO.  Loss on cargo	,
SEVISON BROTHERS, SAN FRANCISCO. Loss on cargo	<b>\$951 15</b>
TOBIN BROTHERS, SAN FRANCISCO. Loss on cargo	
W. H. & F. B. TAYLOR, NEW YORK AND SAN FRANCISCO. Loss on cargo	<b>\$1,906 18</b>
H. HORSTMAN & CO., SAN FRANCISCO. Loss on cargo(gold)	<b>\$536 80</b>
J. H. PAGE, SAN FRANCISCO. Loss on cargo(gold)	<b>\$606 40</b>
BACHMAN & BROTHERS, NEW YORK AND SAN FRANCISCO. Loss on cargo(gold)	<b>\$2,455</b> 87
CHARLES MEYER, SAN FRANCISCO.  Loss on cargo(gold)	<b>\$5,760 50</b>
HORATIA H. ALLEN, NEW BEDFORD. Loss of personal effects	<b>\$1,938 00</b>

## List of papers.

## OWNERS.

N. P. Mann & Co.'s letter making claim, inclosing—a. Sworn memorial of N. P. Mann, N. P. Mann, jr., and A. J. Mann.

ALLIANCE INSURANCE COMPANY, BOSTON.

For loss paid Dunbar & Colby:

Sworn memorial; a. Certified copy of written portion of insurance policy; b. Certified copy of Dunbar & Colby's assignment; c. Certified copy of register.

BOYLSTON FIRE AND MARINE INSURANCE COMPANY, BOSTON.

For loss paid Grace Batson:

a. Sworn memorial; b. Policy of insurance; c. Copy of receipt for amount of insurance and assignment.

NEW ENGLAND MUTUAL MARINE INSURANCE COMPANY, BOSTON.

For loss paid Haines, Scudder & Co., and Dunbar & Colby:

a. Sworn memorial of George C. Lord, president; b. Certified copy of marine protest of master and others; c. Copy of H. Scudder & Co.'s receipt for insurance; d. Copy of Dunbar & Colby's receipt for insurance; e. Copy of policy of insurance of H. Scudder & Co.; f. Copy of policy of insurance of Dunbar & Colby's in-

#### COLUMBIAN INSURANCE COMPANY, NEW YORK.

For loss paid R. Marcher & Bro.:

a. Notification of claim as insurers of R. Marcher & Bro.'s interest in cargo; b. Assignment of insurance company to receivers; c. Memorandum of amount and items of claim; d. Certified copy of policy of insurance; e. Duplicate bills of purchase; f. Certified copy of receipt of amount of insurance; g. Bill of lading; h. R. Marcher's affidavit that no other company has insured his interest.

For loss paid Dunbar & Colby:

a. Notification of claim; b. Memorandum of items and amount of claim; c. Bill of lading; d. Policy of insurance on primage; c Copy of policy of insurance on freight money; f. Policy of insurance on cargo; g. Three sworn assignments of Dunbar & Colby's claim; h. A. Dunbar's affidavit that there is no other insurance on cargo; i. A. Dunbar's affidavit that there is no other insurance on freight money; j. Certified copy of register.

## MANUFACTURERS' INSURANCE COMPANY, BOSTON.

General papers:

a. Sworn memorial of Samuel Gould, president.

For loss paid J. Stanwood:

a. Sworn duplicate policy of insurance; b. Copy of assignment of Jacob Stanwood; c. Certified copy of invoice; d. Certified copy of bill of lading.

For loss paid R. Patrick:

a. Certified copy of policy of insurance; b. Certified copy of invoice; c. Certified copies of two bills of lading; d. Certified copy of R. Patrick's assignment of claim: e. Certified copy of marine protest, by captain and others.

# CALIFORNIA INSURANCE COMPANY.

For loss paid Howard & Co.:

a. Sworn memorial of T. M. V. Hopkins, president; b. Frank B. Reynolds's affidavit, as to circumstances of insurance; c. Original invoice; d. Bill of lading; e. Copy of insurance policy.

#### PACIFIC MUTUAL INSURANCE COMPANY.

General papers:

a. Sworn memorial of Alfred Edwards, president.

For loss paid Morris Speyer:

a. Memorandum of Speyer's interest; b. Four invoices; c. Bills of lading; d. Affidavit of Ruckgober that Pacific Mutual Insurance Company are only insurers; e. Assignment of claim.

For loss paid W. S. Toole:

a. W. S. Toole's assignment of claim; b. Affidavit that Pacific Mutual Insurance Company are only insurers; c. Bill of lading; d. Invoice. Digitized by Google

For loss paid Wm. Seligman:

a. Wm. Seligman & Co., assignment of claim; b. Affidavit that Pacific Mutual Insurance Company are only insurers; c. Bill of lading; d. Invoice.

For loss paid Cornelius Comstock:

a. Cornelius Comstock's assignment of claim; b. Affidavit that Pacific Mutual Insurance Company are sole insurers; c. Three bills of lading; d. Two invoices.

For loss paid John Keys:

- a. John Keys's assignment of claim; b. Affidavit that Pacific Mutual Insurance Company are only insurers; c. Bill of lading; d. Invoice.
- UNION MUTUAL INSURANCE COMPANY, NEW YORK.

For loss paid A. V. Stout:

- a. Letter from Charles Abert, inclosing—b. Charter of insurance company; c. Sworn memorial of Francis S. Lathrop, president; d. Certified copy of policy of insurance; e. Bill of lading; f. Certified copy of invoice; g. Certified copy of assignment.
- SUN MUTUAL INSURANCE COMPANY, NEW YORK.

- For loss paid H. Dopmann & Co., and Josiah Macy's Sons:
  a. Sworn memorial of Moses H. Grinnell, president; b. Copy of. marine protest of master; c. Copy of invoice of Dopmann's merchandise; d. Copy of invoice of Macy's merchandise.
- METROPOLITAN INSURANCE COMPANY, NEW YORK.
  - a. Notification of claim as insurers of Dunbar & Colby.
- GREAT WESTERN INSURANCE COMPANY, NEW YORK.

For loss paid J. H. Coghill & Co., and A. B. & W. H. Westervelt:

a. Sworn memorial of Richard Lathers, president.

NEPTUNE INSURANCE COMPANY. For loss paid Hawley & Co.:

a. Letter of Charles Abert, attorney, inclosing—b. Charter Neptune Insurance Company; c. Sworn memorial of J. P. Tappan, receiver, relative to claim; d. Secretary of Neptune Insurance Company's certificate as to genuineness of receiver's signature to memorial; e. Certified copy of order of court making Mr. Tappan receiver; f. Certified copy of policy of insurance; g. Copy of Hawley & Co.'s assignment of claim; h. Certified copy of Hawley & Co.'s receipt for amount of insurance; i. Certified copy of invoice.

ATLANTIC MUTUAL INSURANCE COMPANY, NEW YORK.

General papers:

a. Statement of facts by T. Scudder, attorney; b. Certified copy marine protest of master.

Bills of lading and assignment of claim of each of the parties mentioned in foregoing claim—twenty-five in number.]

EMANUEL ROSENFELD AND JACOB ROSENFELD.

a. Brown & Estes, attorneys, inclose—b. Sworn memorial of E. Rosenfeld; c. Copy of marine protest of master; d. Brown & Estes, attorneys, inclose—e. Affidavit of deputy collector as to character of Rosenfeld's shipment; f. Certified copy of register;
a. Amended sworn memorial of claimants.

#### VAN ANTWERP & MASSOL.

a. Letter from Townsend Scudder, attorney; b. Sworn memorial of John Van Antwerp; c. Invoice; d. Bill of lading.

#### JACOB ZECH.

a. Letter from Jacob Zech, inclosing papers in claim;
 b. Jacob Zech incloses papers amended;
 c. Affidavit as to loss of merchandise;
 d. Certificate of naturalization;
 e. Copy of invoice;
 f. Bill of lading.

### MURPHY, GRANT & CO.

a. Letter, inclosing claim for loss of merchandise; b. Withdraws paper for amendment. (Members of firm naturalized citizens.)

### HAWLEY & CO.

a. Sworn memorial of Hawley & Co.; b. Affidavit of Walter M. Rockwell as to value of merchandise; c. Affidavit of L. B. Benchley as to value of merchandise; d. Seven invoices; e. Bill of lading.

# VAN WINKLE & DUNCAN.

a. Townsend Scudder incloses—b. Townsend Scudder's statement of facts; c. Affidavit of N. T. Romaine as to truth of facts; d. Two invoices; e. Two bills of lading.

## DIMON HUBBARD.

a. Letter of William G. Colburn, attorney, inclosing—b. Sworn memorial of Dimon Hubbard; c. Bill of lading; d. Invoice; c. William G. Colburn, inclosing—f. Certified copy of marine protest of master; g. William G. Colburn's letter inclosing—h. Affidavit of Dimon Hubbard as to loss; i. William G. Colburn's letter as to method of making up amount of claim; j. Affidavit of Hermann Cordez.

## ARMES & DALLAM.

a. Sworn memorial of Charles W. Armes and Richard B. Dallam;
b. Affidavit of William N. Coghill as to authenticity of invoice and bill of lading;
c. Affidavit of Henry Zinn as to value of merchandise;
d. Affidavit of C. T. Hopkins as to lack of interest in memorial;
e. Two invoices;
f. Bill of lading;
g. J. H. Coghill's bill for insurance premium;
h. Armes & Dallam's bill of items, prices, &c.

### J. Y. HALLOCK & CO.

a. Sworn memorial of Chr. Christians; b. Affidavit of W. M. Rockwell as to credibility of C. Christian's statements and value of merchandise; c. Affidavit of W. P. Fuller as to value of merchandise; d. Affidavit of Anton Schumacher as to value of merchandise; c. Affidavit of C. T. Hopkins that he has no interest in claim.

### JOHN E. LAUER.

a. Townsend Scudder, attorney, letter inclosing—b. Townsend Scudder's statement of facts, supported by Lauer's affidavit as to their truth; c. Certified copy of naturalization certificate; d. Certified copy of invoice; e. Bill of lading.

## JAMES DE LA MONTANYA.

Phelps, Dodge & Co., representatives, inclose—a. Sworn memorial of J. De La Montanya; b. Affidavit of George H. Fay as to value of merchandise; c. Affidavit of Ellis Ayers as to value of merchandise; d. Bill of lading; c. Invoice.

### CAMERON, WHITTIER & CO.

a. Sworn memorial of E. Burke Benjamin, and William F. Whittier;
b. Affidavit of D. J. Oliver as to value of merchandise;
c. Affidavit of Josiah Moulton as to value of merchandise;
d. Affidavit of C. T. Hopkins;
e. Invoice;
f. Bill of lading;
g. Invoice;
h. Bill of lading.

## THOMAS EMERY'S SONS.

a. Thomas Emery's Sons, letter notifying United States of their claim; b. Invoice.

#### JOHN TAYLOR & CO.

a. Sworn memorial of John Taylor as to claim;
b. Affidavit of H.
P. Livermore as to value of merchandise;
c. Affidavit of Edward Hall as to value of merchandise;
d. Affidavit of C. T. Hopkins;
e. Invoice;
f. Two bills of lading;
g. Two invoices.

### J. HELLER & BROS.

a. A. L. Edwards, attorney, incloses—b. Sworn memorial of J. Heller & Bros.;
 c. Affidavit of J. Heller & Bros. as to their citizenship;
 d. Two bills of lading;
 e. Two invoices.

### A. B. BALDWIN & CO.

a. A. R. Baldwin's letter; b. Sworn memorial of A. R. Baldwin;
c. Bill of lading; d. Invoice; e. Affidavit of John P. Baker as to value of merchandise; f. Affidavit of Charles Whitney as to value of merchandise.

### NASH & FOGG, BOSTON.

a. Sworn memorial of Henry A. Nash, for Nash & Fogg; b. Certified copy of invoice; c. Certified copy of bill of lading; d. Certified copy of manifest, and clearance.

#### CHARLES G. HOOKER.

a. Sworn memorial of Charles G. Hooker; b. Affidavit of L. L. Treadwell and H. L. Coye as to value of merchandise; c. Bill of lading; d. Invoice.

## EDWARD SHULTZ.

a. C. T. Hopkins's letter inclosing—b. Sworn memorial of Edward Shultz; c. Affidavit of Daniel Hammond as to value of merchandise; d. C. T. Hopkins's affidavit; e. Affidavit of M. S. Hopkins as to value of merchandise; f. Four invoices; g. Two bills of lading.

#### ANDREW KOHLER.

a. Letter of Henry A. Brown as to Kohler's claim; b. Henry A. Brown, agent, letter inclosing—c. Sworn memorial of Andrew Kohler; d. Certified copy of naturalization certificate; e. Invoices; f. Bill of lading.

# L. B. BENCHLEY & CO.

a. Sworn memorial of L. B. Benchley & Co.; b. Affidavit of David A. Hawley as to value of merchandise; c. Affidavit of Jacob Underhill as to value of merchandise; d. Affidavit of C. T. Hopkins; c. Two invoices of mails; f. Bill of lading.

### HENRY K. CUMMINGS.

a. Sworn memorial of Henry K. Cummings; b. Affidavit of George W. Haws as to credibility of Cummings's statements and value of merchandise; c. Affidavit of William A. Durfor as to value of merchandise; d. Bill of lading; e. Two copies printed price current.

### EMANUEL HOFFMAN.

- a. Townsend Scudder makes statement of facts; b. Affidavit of E. Hoffman, that statement contains true account of claim; c. Bill of lading; d. Invoice; e. Certified copy of certificate of naturalization of E. Hoffman.
- H. H. BANCROFT & CO.
  - a. Townsend Scudder's statement of facts; b. Affidavit as to truth of statement by F. A. Taylor; c. Bill of lading; d. Invoice.
- J. STRAUSS BROS, & CO.
  - a. Townsend Scudder, attorney, statement of facts; b. Affidavit of Jonas Strauss as to truth of statement; c. bill of lading; d. Invoices of clothing; e. Certificate of naturalization of Louis Strauss; f. Certificate of naturalization of David Stern; g. Certificate of naturalization of Jacob Strauss; h. Certificate of naturalization of William Sahlein; i. Certificate of naturalization of Jonas Strauss.

## THOMAS DAY.

- a. Sworn memorial of Thomas Day;
   b. Affidavit of George A. Snook as to value of merchandise;
   c. Affidavit of Peter McKewen as to value of merchandise;
   d. Affidavit of C. T. Hopkins;
   e. Certified copy of certificate of naturalization;
   f. Four invoices;
   g. Three bills of lading.
- CONROY & CONNOR.
  - a. Develin, Miller & Snell, attorneys, inclose—b. Sworn memorial of James C. Conroy and Thomas H. O'Connor; c. Couroy & Connor "in liquidation" present their claim by letter, inclosing—d. Affidavit of John F. Connor as to authenticity of copies of invoices; c. Copies of nine invoices; f. Bill of lading.
- TREADWELL & CO.
  - a. Sworn memorial of Treadwell & Co.; b. Affidavit of John Nelson Risdon as to value of merchandise; c. Affidavit of Daniel Billings Hinckley as to value of merchandise; d. Affidavit of C. T. Hopkins; c. Copy of invoice; f. Bill of lading; g. Statement of market value of merchandise.
- JONES & HEWLETT.
  - a. Townsend Scudder, attorney, letter inclosing—b. Townsend Scudder's statement o' facts; c. Edward F. Jones as to truth of Scudder's statement; d. Invoice; c. Bill of lading.
- Z. EINSTEIN & BRO.
  - a. Abraham Einstein's letter incloses—b. Sworn memorial of Abraham Einstein, copartner; c. Bill of lading; d. Invoice; e. Certified copy of marine protest of master and others.
- A. RICH & BRO.
  - a. Sworn memorial of Solomon Rich;
     b. Affidavit of Judah Baker,
     jr., as to value of merchandise;
     c. C. T. Hopkins's affidavit;
     d. Invoice;
     e. Bill of lading;
     f. Statement of value of cargo.
- H. COHN & CO.
  - a. A. L. Edwards, attorney, incloses—b. Sworn memorial of H. Cohn & Co.; c. Bill of lading; d. Invoice.
- POLLACK BROS.:
  - a. Townsend Scudder, attorney, letter inclosing—b. Townsend Scudder's statement of facts; c. Affidavit of Jas. Pollack as to truth of statement; d. Bill of lading; e. Invoice; f. Duplicate certificate of naturalization of Leopold Pollack; g. Duplicate certificate of naturalization of Joseph Pollack.

GEORGE J. BROOKS & CO.

a. Townsend Scudder, attorney, letter inclosing—b. Townsend Scudder's statement of facts; c. Affidavit of Horace Brooks as to truth of Scudder's statement; d. Bill of lading; e. Invoice.

ROBERTS, MORRISON & CO.

a. Townsend Scudder, attorney, letter inclosing-b. Townsend Scudder's statement of facts; c. Affidavit of W. C. McNish, copartner of Roberts, Morrison & Co., as to truth of Scudder's statement; d. Invoice; e. Bill of lading; f. Copy of marine protest of master.

HOSTETTER & SMITH.

a. Their own letter relative to claim; b. Copy of marine protest of master and others; c. Two bills of lading; d. Two certified invoices.

WILLIAM HELLER & CO.

a. Sworn memorial of William Heller & Co.; b. Bill of lading; c. Duplicate invoice.

SCHOLLE BROTHERS.

a. Attorney's letter transmitting claim; b. Memorial of Messrs. Scholle; c. Certified copy of Abraham Scholle's naturalization papers; d. Duplicate certificate of naturalization issued to Wolf Scholle; e. Affidavit of Abraham Scholle that Jacob Scholle is a resident of San Francisco and a naturalized citizen; f. Bill of lading; g. Invoice.

COFFIN, REDDINGTON & CO.

a. Letter from claimants, presenting -b. Memorandum of merchandise.

ROCKWELL, COYE & CO.

a. Sworn memorial of claimants; b. Affidavit of Charles Gay Hooker and David Nicholas Hawley, as to value of merchandise; c. Affidavit of C. T. Hopkins, that he has no interest in claim;

d. Bill of lading; e. Certified copy of invoice.

GEORGE F. BRAGG, SAN FRANCISCO.

a. Letter of Lawson & Walker presenting claim.

E. C. CHAPIN, NEW YORK.

a. Letter of Lawson & Walker presenting claim.

CRANE & BRIGHAM, SAN FRANCISCO.

a. Letter of Lawson & Walker presenting claim.

ALBERT DIBBLEE, SAN FRANCISCO.

a. Letter of Lawson & Walker presenting claim.

FAY BROTHERS, NEW YORK.

a. Letter of Lawson & Walker presenting claim.

- SAMUEL GRAVES, SAN FRANCISCO.

  a. Letter of Lawson & Walker presenting claim.
- GEORGE HOWES & CO., NEW YORK AND SAN FRANCISCO.
  - a. Letter of Lawson & Walker presenting claim.

HAYNES & LAWTON, SAN FRANCISCO.

a. Letter of Lawson & Walker presenting claim.

AUGUST HANZO, SAN FRANCISCO.

a. Letter of Lawson & Walker presenting claim.

EDWARD 8. JUNES, NEW YORK.

- a. Letter of Lawson & Walker presenting claim.
- J. C. JOHNSON, SAN FRANCISCO.
  - a. Letter of Lawson & Walker presenting claim. Digitized by GOOGLE

## Commonwealth-Corris Ann-Crown Point.

WILLIAM MEYER & CO., NEW YORK AND SAN FRANCISCO.

a. Letter of Lawson & Walker presenting claim.

R. H. McDONALD, NEW YORK AND SAN FRANCISCO.

a. Letter of Lawson & Walker presenting claim.

J. B. NEWTON & CO., NEW YORK AND SAN FRANCISCO.

a. Letter of Lawson & Walker presenting claim.

8. & B. SCHWEITZER, SAN FRANCISCO.

a. Letter of Lawson & Walker presenting claim.

SEVISON BROTHERS, SAN FRANCISCO.

a. Letter of Lawson & Walker presenting claim.

TOBIN BROTHERS, SAN FRANCISCO.

a. Letter of Lawson & Walker presenting claim.

W. H. & F. B. TAYLOR, NEW YORK AND SAN FRANCISCO.

a. Letter of Lawson & Walker presenting claim.

H. HORSTMAN & CO.

a. Letter from Lawson & Walker, New York, transmitting—b. Memorandum of loss.

J. H. PAGE.

a. Letter from Lawson & Walker, New York, transmitting-b. Memorandum of loss.

BACHMAN BROS.

a. Letter from Lawson & Walker, New York, transmitting—b. Memorandum of loss.

CHARLES MEYER.

a. Letter from Lawson & Walker, New York, transmitting—b. Memorandum of loss.

HORATIA H. ALLEN, NEW BEDFORD.

a. Letter from W. W. Crapo transmitting—b. Claimants' sworn statement of facts.

#### CORRIS ANN.

Brig Corris Ann of Machias, Maine; 568 tons burden. F. A. Small, master.

owners. Sailed from Philadelphia 9th January, 1863, laden with boxshooks, bound for Cardenas; burned by the Florida twelve miles off Cardenas, on the 22d January, 1863; nautical instruments and ship's papers transferred to Florida.

Total claim filed, \$1,000.

Claim.

ATLANTIC MUTUAL INSURANCE.

## List of papers.

ATLANTIC MUTUAL INSURANCE COMPANY.

a. Townsend Scudder's statement of facts; b. Affidavit of J. H. Chapman, secretary of insurance company, that Scudder's statement is true; c. Certified copy of marine protest of master and others; d. Copy of insurance policy; e. Assignment of F. Talbot & Co. of their interest.

### CROWN POINT.

The ship Crown Point of Boston;  $1,098\frac{8}{9.5}$  tons burden. Owners: Isaac H. Boardman and Henry Cook, each, 1; Albert Currier, 1; Joseph B.

Morse, 1/6; William H. Brewster, 1/6; John Currier, jr., 1/6. Sailed from New York April 9, 1863, laden with general cargo, bound for San Francisco. On the 13th of May, 1863, eighty miles northeast of Pernambuco, in latitude 7° 10′ south, longitude 34° west, was burned by the Florida. Total claims filed, \$338,009 49.

# Claims filed.

COLUMBIAN INSURANCE COMPANY, NEW YORK.		
Insurers on vessel for Henry Cook	\$10,000	00
Insurers on freight for Henry Cook	5,000	00
Insurers on cargo for—	·	
Dunbar, Hobart & Co	2, 162	00
L. McMurray & Co	900	
Neustadter Bros	4, 100	00
L. P. Rose	621	00
Clark & Wilbur	4, 516	00
Holmes, Goodwin & Co	7, 250	00
,	<u> </u>	
	34,549	00
ATLANTIC MUTUAL INSURANCE COMPANY, NEW YORK.		
Insurers on cargo for—		
Searles & Williams	\$315	00
Wm. Heller & Co	4, 192	
Brewster & Co	625	
E. Floyd Jones	522	
Ross, Dempster & Co	2, 137	
J. B. Newton & Co	1,000	
W. S. Bancroft.	550	
Stephen Pritchard	3,000	
Scholle Bros.	2,600	
Kelly, Mott & Co	2, 000 854	
Robert L. Taylor	1, 200	
R. W. Ropes.	300	
	1, 780	
J. H. Coghill & Co	21, 499	
Eugene Kelly	21, 499 812	
E. N. Kellogg & Co		
Geo. Howes & Co	8, 000 176	00
Fleischmann & Cohn	8,500	
T. Strauss Bros. & Co		
Freeman & Simpson	1,300	00
Chas. W. Crosby	2,091	00
Jacob Underhill & Co	2,000	
·	63, 453	00
MERCANTILE MUTUAL INSURANCE COMPANY OF NEW YORK.	A= =00	~~
Insurers on cargo for Robert L. Taylor	<b>\$</b> 5, 700	00
Insurers on cargo for Willets & Co	2,400	00
Insurers on freight for Willets & Co	2, 600	00
	10, 700	ÇO

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GREAT WESTERN INSURANCE COMPANY OF NEW YORK. Insurers on cargo for William T. Coleman & Co Insurers on cargo for George Johnson & Co Insurers on freight for Sutton & Co	\$10, 889 1, 760 2, 500	00
	15, 149	00
NEW YORK MUTUAL INSURANCE COMPANY. Insurers on cargo for Reynolds, Devoe & Pratt, (C. T. Reynolds & Co.)	<b>\$</b> 4, 114	00
WASHINGTON MARINE INSURANCE COMPANY, NEW YORK. Insurers on cargo for—(name not given)	<b>\$1,587</b>	89
COMMERCIAL MUTUAL INSURANCE COMPANY, NEW YORK. Insurers on cargo for Jay L. Adams	\$2,800 2,000	00 00
	4,800	()()
MANUFACTURERS' INSURANCE COMPANY, BOSTON. Insurers on cargo for Richard Patrick Insurers on vessel for Curtis & Peabody Insurers on cargo for Jacob Stanwood	\$4,000 16,700 3,750	00
•	24, 450	
METROPOLITAN INSURANCE COMPANY, NEW YORK. Insurers on cargo for Roberts, Morrison & Co	<b>\$</b> 1,700	00
NEW ENGLAND MUTUAL MARINE INSURANCE COMPANY, BOST Insurers on cargo for F. Pierce & Co	ON. \$2,500 22,500	00
pany	3, 000	00
	28, 000	00
PACIFIC MUTUAL INSURANCE COMPANY, NEW YORK. Insurers on cargo for John Keys	<b>\$198</b>	
SUN MUTUAL INSURANCE COMPANY, NEW YORK. Insurers on cargo for Steinway & Sons Insurers on cargo for J. M. & J. N. Plumb	\$375 5, 244	00
	5, 619	00
UNION MUTUAL INSURANCE COMPANY, NEW YORK. Insurers on cargo for J. T. & W. H. Daly Insurers on cargo for Peter Naylor	\$2,150 9,000	00
	11, 150	00
BOYLSTON FIRE AND MARINE INSURANCE COMPANY, BOSTON. Reinsurers on cargo for Union Mutual Insurance Company		00

CALIFORNIA MUTUAL MARINE INSURANCE COMPANY, SAN FR. Insurers on cargo for Cameron, Whittier & Co Insurers on cargo for J. H. Coghill & Co Insurers on cargo for D. J. Oliver	\$3,398 350 6,337	00
	10, 085	30
LYSANDER BUTTON, SUCCESSOR TO BUTTON & BLAKE, NEW Loss on cargo	YORK. \$1, 137	
J. W. BRITTAN & CO., SAN FRANCISCO. Loss on cargo	<b>\$</b> 2,491	
TREADWELL & CO., SAN FRANCISCO. Loss on cargo	<b>\$6,861</b>	24
W. H. BAXTER & CO., SAN FRANCISCO. Loss on cargo	<b>\$605</b>	
EZRA F. WOOD & CO., BOSTON.  Loss on cargo	<b>*4,</b> 739	34
TAY, BROOKS AND BACKUS, SAN FRANCISCO.  Loss on cargo	<b>*</b> 797	
WILLIAM HELLER & CO., NEW YORK.  Loss on cargo above insurance	<b>\$5, 285</b>	
FULLER, LORD & CO., NEW YORK.  Loss on cargo	<b>\$5, 280</b>	
SCHOLLE & BROTHERS, NEW YORK. Loss on cargo	\$2,516	27
8. RICH & BROTHERS, SAN FRANCISCO. Loss on cargo	<b>*944</b>	95
JAMES DE LA MONTANYA, SAN FRANCISCO. Loss on cargo	<b>\$5,590</b>	
TILTON & M'FARLAND, NEW YORK. Loss on cargo	<b>\$</b> 1,675	
HOOKER & CO., SAN FRANCISCO. Loss on cargo	\$4,604	04
WILLIAM WARD PECK, NEW YORK. Loss on cargo	<b>\$1,091</b>	
HAWLEY & CO., SAN FRANCISCO.  Loss on cargo	<b>\$</b> 6, 285	03
Z. EINSTEIN & RROTHERS, BOSTON.  Loss on cargo	<b>\$1,555</b>	 75
EDWARD SCHULTZ, SUCCESSOR TO HAMMOND & CO., SACRAM Loss on cargo	ENTO. \$2, 352	20
• Digitized I	1000	<del>31</del> 6

# LOSSES BY THE FLORIDA.

# Crown Point.

J. Y. HALLOCK & CO., SAN FRANCISCO. Loss on cargo	<b>\$</b> 1,772 14
BELLEVUE WHITE LEAD COMPANY, NEW YORK. HENRY WISNER DOLSON, by JOHN S. THAYER and THO WOOD, EXECUTORS. Loss on cargo	MAS S. AT-
DAVID A. SCRYSMER & CO., NEW YORK. Loss on cargo	\$307 15
CONROY & O'CONNOR, NEW YORK. Loss on cargo	<b>\$7,136</b> 62
GEORGE J. BROOKS & CO., NEW YORK. Loss on cargo	<b>\$41</b> 5 91
A. S. ROSENBAUM & CO., NEW YORK. Loss on cargo	<b>\$</b> 6, 758 20
JOHN E. LAUER, NEW YORK. Loss on cargo	<b>\$384</b> 00
POLLACK BROS., NEW YORK. Loss on cargo	<b>\$932</b> 78
DIMON HUBBARD, MALDEN, MASSACHUSETTS.  Loss on cargo, (above insurance)	<b>\$1,439</b> 88
VAN WINKLE & DUNCAN, NEW YORK. Loss on cargo	<b>\$168</b> 77
LOCKE & MONTAGUE, NEW YORK. Loss on cargo	<b>\$1,675</b> 74
COFFIN, REDINGTON & CO., NEW YORK. Loss ou cargo	<b>\$2,906</b> 92
H. COHN & CO., NEW YORK. Loss on cargo	<b>\$5,856</b> 29
JOHN N. GIET, (MASTER,) NEW YORK. Loss of personal effects	<b>\$4,841</b> 77
Loss on cargo	<b>\$7,328</b> 59
Loss on cargo	<b>\$</b> 518 00
Loss on cargo	<b>\$3,534</b> 30
Loss on commissions	\$58 27 ————————————————————————————————————
Loss on cargo  8. DINKELSPIEL, SAN FRANCISCO.	<b>\$1,175</b> 70
Loss on cargo.	<b>\$3,811 14</b>

GEORGE HOWES & CO., NEW YORK AND SAN FRANCISCO.  Loss on commissions	<b>\$1,239</b> 05
J. C. JOHNSON & CO., SAN FRANCISCO. Loss on cargo	<b>\$641</b> 38
J. B. NEWTON & CO., NEW YORK AND SAN FRANCISCO.  Loss on commissions	<b>\$</b> 583 44
TOBIN BROTHERS, SAN FRANCISCO.  Loss on cargo	\$2,635 61
JENNINGS & BREWSTER, FAIRFIELD, CONNECTICUT.  Loss on cargo	<b>\$2,290 65</b>
A. B. TAYLOR SON & CO., NEW YORK. Loss on cargo	\$270 00
GODCHAUX, BROTHERS & CO., SAN FRANCISCO.  Loss on cargo	<b>\$</b> 1,218 87
WM. H. & D. M. VAN COTT, NEW YORK. Loss on cargo	<b>\$</b> 285 <b>5</b> 2
L. B. BENCHLEY & CO., SAN FRANCISCO.  Loss on cargo	<b>\$3,553</b> 82

# List of papers.

COLUMBIAN INSURANCE COMPANY, NEW YORK.

General papers:

a. Receiver's sworn general memorial.

For loss paid Curtis & Peabody, (assignees of Henry Cook:)

a. Letter of reclamation;
b. Certified copy of register;
c. Policy of insurance payable to Henry Cook, and by him transferred to Curtis & Peabody;
d. Assignment by Curtis & Peabody of claim;
e. F. Curtis's affidavit that Columbian Insurance Company are sole insurers;
f. Insurance memorandum.

For loss paid Dunbar, Hobart & Co.:

a. Letter of reclamation; b. Policy of insurance; c. Assignment of claim; d. Insurance memorandum; e. Wm. H. Dunbar's affidavit that Columbian Insurance Company are sole insurers; f. Invoice; g. Duplicate bills of lading.

For loss paid L. McMurray & Co.:

a. Letter of reclamation; b. Open policy of insurance; c. Certified copy of policy; d. Assignment of claim; e. Affidavit of L. Mc-Murray & Co., that Columbian Insurance Company are sole insurers; f. Memorandum of insurance; g. Two invoices; h. Two bills of lading.

For loss paid Neustadter Bros.:

a. Letter of reclamation;
b. Certified copy open of policy insurance;
c. Assignment of claim;
d. Affidavit of L. W. Neustadter, that Columbian Insurance Company are sole insurers;
e. Memorandum of insurance;
f. Invoice;
g. Bill of lading

For loss paid L. P. Rose:

a. Letter of reclamation; b. Open policy of insurance; c. Certified copy of policy; d. Assignment of claim; e. Affidavit of L. P. Rose, that Columbian Insurance Company are sole insurers; f. Memorandum of insurance; g. Invoice and bill of lading.

For loss paid Clark & Wilbur:

a. Letters of reclamation; b. Open policy of insurance; c. Assignment of claim; d. Affidavit of George B. Wilbur, that Columbian Insurance Company are sole insurers of Clark & Wilbur's interest in cargo; e. Memorandum of insurance; f. Copy of invoice; g. Two bills of lading.

For loss paid Holmes, Goodwin & Co.:

a. Letter of reclamation; b. Open policy of insurance; c. Holmes, Goodwin & Co.'s receipt in full for amount of insurance; d. Two bills of lading; e. Invoice of same; f. Memorandum of insurance; g. Affidavit of P. B. Goodwin, that Columbian Insurance Company are sole insurers; h. Letter from Holmes, Goodwin & Co. to Golumbian Insurance Company; i. Letter as above, inclosing various papers required by Insurance Company before paying claim.

ATLANTIC MUTUAL INSURANCE COMPANY, NEW YORK.

a. Letter from vice-president presenting claim; b. General statement of facts; c. Certified copy of master's protest, a separate bill of lading of the cargo of and an assignment from each of the parties, Searles & Williams and others insured and before mentioned, to the Atlantic Mutual Insurance Company.

MERCANTILE MUTUAL INSURANCE COMPANY, NEW YORK.

General papers:

a. Statement of facts by attorney and attested by vice-president.

For loss paid Robert L. Taylor:

a. Open policy of insurance; b. Assignment of claim; c. Two bills of lading; d. Two invoices.

For loss paid Willetts & Co.:

- a. Open policy of insurance; b. Two assignments of claims; c. Bill of lading; d. Invoice.
- GREAT WESTERN INSURANCE COMPANY, NEW YORK, AS INSURERS OF WILLIAM T. COLEMAN AND OTHERS.

a. President's sworn (general) memorial.

NEW YORK MUTUAL INSURANCE COMPANY, NEW YORK.

For loss paid Reynolds Devoe & Pratt:

a. President's memorial; b Assignment of claim; c. Certified copy of invoice; d. Copy of bill of lading.

WASHINGTON MARINE INSURANCE COMPANY, NEW YORK.

- a. Attorney's letter transmitting claim; b. President's sworn (general) memorial.
- COMMERCIAL MUTUAL INSURANCE COMPANY, NEW YORK.

For loss paid James L. Adams:

a. President's memorial;
b. Certified copy of master's protest;
c. Assignment of claim;
d. Invoice;
e. Bill of lading.

For loss paid John Chadwick:

a. President's memorial; b. Assignment of claim; c. Affidavit of John Chadwick that Commercial Mutual Insurance Company are sole insurers; d. Invoice; c. Bill of lading.

MANUFACTURERS' INSURANCE COMPANY, BOSTON.

General papers:

a. Attorney's letter presenting claims; b. Sworn memorial of president; c. Certified copy of register.

For loss paid Richard Patrick:

a. Certified copy of open policy of insurance; b. Certified copy of invoice; c. Certified copy of bill of lading; d. Certified copy of assignment of claim; e. Certified copy of certificate of value of shipment.

For loss paid Curtis & Peabody:

a. Certified copy of policy of insurance; b. Certified copy of assignment to Manufacturers' Insurance Company.

For loss paid Jacob Stanwood:

a. Certified copy of open policy of insurance, on which is indorsed receipt and assignment of claim;
 b. Certified copy of invoice;
 c. Certified copy of bill of lading.

METROPOLITAN INSURANCE COMPANY, NEW YORK.

For loss paid Roberts, Morrison & Co.:

a. Secretary's letter, giving notice of claim, and making reclamation.

NEW ENGLAND MUTUAL MARINE INSURANCE COMPANY, BOSTON.

General papers:

a. Affidavit of the president; b. Certified copy in duplicate of master's protest.

For loss paid F. Pierce & Co.:

a. Copy of open policy of insurance, on which is indorsed receipt for amount of insurance, and their assignment of claim.

For loss paid Isaac H. Boardman:

a. Copy of policy of insurance, on which is indorsed copy of receipt for amount of insurance.

For loss paid Manufacturers' Insurance Company:

a. Copy of open policy of insurance, reinsuring Manufacturers' Insurance Company, on which is indorsed copy of Manufacturers' Insurance Company's receipt for amount of insurance.

PACIFIC MUTUAL INSURANCE COMPANY, NEW YORK.

For loss paid John Keys:

- a. President's sworn statement of facts; b. Invoice; c. Bill of lading; d. John Keys's affidavit that Pacific Mutual Insurance Company are sole insurers; c. Assignment of claim.
- SUN MUTUAL INSURANCE COMPANY, NEW YORK, AS INSURERS OF STEINWAY & SONS, AND J. M. & J. N. PLUMB.
  - a. President's sworn memorial relating to claim.

UNION MUTUAL INSURANCE COMPANY OF NEW YORK.

General papers:

a. Attorney's letter presenting claims; b. President's sworn memorial; c. Printed copy of Union Mutual Insurance Company's charter.

For loss paid J. T. & W. H. Daly:

a. Certified copy of open policy of insurance; b. Certified copy of bill of lading; c. Certified copy of invoice; d. Certified copy of Messrs. Daly's receipts for amount of insurance.

For loss paid Peter Naylor:

a. Certified copy of open policy of insurance; b. Certified copy of invoice; c. Certified copies of seven separate bills of lading; d. Certified copy of receipt for amount of insurance.

BOYLSTON FIRE AND MARINE INSURANCE COMPANY, BOSTON.

For loss paid Union Mutual Insurance Company:

a. President's sworn memorial; b. Policy of insurance, on which is indorsed receipt for amount of claim.

CALIFORNIA MUTUAL MARINE INSURANCE COMPANY.

General papers:

a. Petition of company, signed by president.

For loss paid Cameron, Whittier & Co.:

a. Affidavit of E. B. Benjamin, relative to value of cargo; b. Invoice; c. Three bills of lading.

For loss paid J. H. Coghill & Co.:

a. Affidavit of William N. Coghill, relative to value of cargo; b. Invoice; c. Bill of lading.

For loss paid D. I. Oliver:

a. Affidavit of Walter Walsh, relative to value of cargo; b. Four invoices; c. Three bills of lading.

LYSANDER BUTTON, SUCCESSOR TO BUTTON & BLAKE, NEW YORK.

a. Attorney's letter presenting claim; b. Sworn statement of facts; c. Invoice; d. Bill of lading; e. Certified copy of agreement dissolving the partnership.

[For additional proof, refers to claim of Atlantic Mutual Insurance

Company.

J. W. BRITTAN & CO., SAN FRANCISCO.

a. Sworn statement of facts; b. Affidavit of W. W. Montague, relative to value of cargo; c. Affidavit of P. B. Clark, relative to value of cargo; d. Two invoices; e. Two bills of lading.

TREADWELL & CO., SAN FRANCISCO.

a. Sworn statement of facts; b. Affidavit of H. L. Coye, relative to reduce of value of cargo; c. Affidavit of D. N. Hawley, relative to value of cargo; d. Affidavit of attorney, relative to preparing claim, &c.; e. Two invoices; f. Bill of lading.

W. H. BAXTER & CO., SAN FRANCISCO.

a. Attorney's letter presenting claim; b. Claimants' sworn memorial; c. Invoice; d. Bill of lading; e. Affidavit of Thomas R. Hayes, relative to value of cargo; f. Affidavit of J. M. Hurlbut, relative to value of cargo.

EZRA F. WOOD & CO., BOSTON.

a. Claimants' sworn memorial; b. Certified copy of master's protest; c. Certified copy of manifest; d. Certified copy of invoice; e. Certified copy of bill of lading.

TAY, BROOKS & BACKUS, SAN FRANCISCO.

a. Claimants' sworn memorial; b. Affidavit of Ellis Ayers, relative to value of cargo; c. Affidavit of D. W. Smith, relative to value of cargo; d. Invoice; e. Bill of lading; f. Affidavit of John A. Osborn, relative to C. J. Fox, one of above firm; g. Notary public's certificate of office.

WILLIAM HELLER & CO., NEW YORK.

a. Claimants' sworn memorial; b. Invoice; c. Two bills of lading.

FULLER, LORD & CO., NEW YORK.

a. Letter presenting claim; b. Claimants' statement of facts; c. Certified copy of master's protest; d. Two copies of bills of lading; e. Two copies of invoices; f. Letter inclosing duplicate copies of statement of facts, bills of lading, and invoices.

SCHOLLE & BROTHERS, NEW YORK.

a. Attorney's letter presenting claim; b. Claimants' sworn memorial; c. Certified copy of Abraham Scholle's naturalization papers; d. Duplicate of certificate of naturalization issued to Wolf Scholle; e. Affidavit of Abraham Scholle that Jacob Scholle is a resident of San Francisco, and a naturalized citizen; f. Bill of lading; g. Invoice.

S. RICH & BRO., SAN FRANCISCO.

a. Claimants' sworn memorial; b. Affidavit of Judah Baker, jr., relating to value of cargo; c. Affidavit of Frederick L. Castle relating to value of cargo.

[For proof of naturalization claimants refer to their claim filed in case of bark Golden Rule.]

JAMES DE LA MONTANYA, SAN FRANCISCO.

a. Letter from Phelps, Dodge & Co., presenting—b. Claimant's memorial; c. Invoice; d. Glaimant's memorial increasing amount of his claim; e. Affidavits of Geo. H. Tay and Ellis Ayers relative to value of cargo; f. Invoice and bill of lading; g. Notary public's certificate of office; h. Affidavit of Samuel S. Murphy relating to claim.

TILTON & M'FARLAND, NEW YORK.

a. Letter transmitting papers; b. Claimants' sworn statement of facts; c. Memorandum of losses.

HOOKER & CO., (BY CHAS. G. HOOKER,) SAN FRANCISCO.

a. Claimants' affidavit relating to facts; b. Invoice; c. Bill of lading; e. Affidavit relating to the value of cargo.

WM. WARD PECK, NEW YORK.

a. Claimant's sworn statement of facts; b. Two bills of lading; c. Four invoices; d. Certified schedule; e. Affidavit of Sutton & Co. relating to shipment; f. Claimant's sworn memorial; g. Affidavit of Sutton & Co. relating to shipment; h. Two bills of lading.

HAWLEY & CO., SAN FRANCISCO.

a. Claimant's sworn memorial; b. Affidavit of L. B. Benchley relating to value of cargo; c. Affidavit of C. T. Hopkins relating to memorial; d. Six invoices; e. Bill of lading.

Z. EINSTEIN & BROS., BOSTON.

a. Claimant's sworn memorial; b. Certified copy of master's protest; c. Bill of lading; d. Invoice.

EDWARD SHULTZ, SUCCESSOR TO HAMMOND & CO., SACRAMENTO.

a. Sworn memorial; b. Affidavit of Daniel Hammond relating to dissolution of partnership; c. Affidavit of C. Hopkins relating to claim; d. Affidavit of Mark Hopkins relating to value of cargo; e. Five invoices; f. Bill of lading.

J. Y. HALLOCK & CO., SAN FRANCISCO.

a. Sworn memorial; b. Affidavit of W. P. Fuller relating to value of cargo; c. Affidavit of C. T. Hopkins relative to memorial and claim; d. Duplicate invoice; e. Bill of lading.

BELLEVUE WHITE LEAD COMPANY, NEW YORK.

a. Sworn memorial by one of executors; b. Certified copy bill of lading.

DAVID A. SCRYSMER & CO., NEW YORK.

a. Letter presenting—b. Sworn memorial; c. Bill of lading; d. Invoice.

- CONROY & O'CONNOR, NEW YORK.

  a. Letter presenting—b. Sworn memorial; c. Schedule of claim; d. Certified copies of twelve invoices: e. Certified copies of two bills of lading.
- GEO. J. BROOKS & CO., NEW YORK.

a. Attorney's letter presenting claim; b. Sworn memorial; c. Invoice; d. Bill of lading.

A. S. ROSENBAUM & CO., NEW YORK.

a. Sworn statement of facts; b. Invoice; c. Bill of lading; d. Duplicate invoice; e. Certificate of citizenship of Moses Rosenbaum: f. Certificate of citizenship of Joseph Bradenstein; g. Certificate of citizenship of Abraham S. Rosenbaum.

JNO. E. LAUER, NEW YORK.

a. Attorney's letter presenting claims; b. Sworn statement of facts; c. Certified copy certificate of citizenship of Jno. E. Lauer; d. Two invoices; e. Bill of lading.

POLLACK BROS., NEW YORK.

a. Attorney's letter presenting claims; b. Sworn statement of facts; c. Invoice; d. Bill of lading; e. Duplicate copy of naturalization paper of Leopold Pollack; f. Duplicate copy of naturalization paper of Joseph Pollack.

DIMON HUBBARD, MALDEN, MASSACHUSETTS.

 a. Attorney's letter presenting claims;
 b. Sworn memorial;
 c. Invoice;
 d. Bill of lading;
 e. Certified copy of master's protest; f. Letter transmitting—g. Supplemental affidavit of Dimon Hubbard relating to losses, asking that 10 per cent. may be added to amount of his claim for difference in value of goods had they arrived at San Francisco.

VAN WINKLE & DUNCAN, NEW YORK.

a. Attorney's letter transmitting claim; b. Sworn statement of facts: c. Invoice; d. Bill of lading.

LOCKE & MONTAGUE, NEW YORK.

a. Letter presenting claims; b. Certified copy of marine protest of master and mate; c. Invoice; d. Bill of lading.

COFFIN, REDINGTON & CO., NEW YORK.

a. Letter presenting—b. Memorandum of shipments.

H. COHN & CO., NEW YORK.

a. Attorney's letter transmitting claim; b. Attorney's letter presenting—c. Sworn memorial; d. Invoice; e. Bill of lading.

JOHN N. GIET, NEW YORK.

a. Attorney's letter presenting-b. Affidavit of John N. Giet relating to facts; c. Schedule of property; d. Attorney's letter transmitting—e. Claimant's sworn memorial.

J. HELLER & BROTHERS, NEW YORK.

a. Attorney's letter presenting claim; b. Claimants' memorial; c. Invoice; d. Bill of lading.

ANDREW KOHLER, SAN FRANCISO.

a. Two letters from Henry A. Brown, presenting claim; b. Claimant's memorial; c. Invoice; d. Bill of lading; e. Certified copy of A. Kohler's naturalization papers.

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# Crown Point-Electric Spark.

THOMAS EMERY'S SONS, CINCINNATI.

a. Letter making claim; b. Invoice.

GEORGE F. BRAGG, SAN FRANCISCO.

a. Letter from Lawson & Walker presenting claim.

CRANE & BRIGHAM, SAN FRANCISCO.

a. Letter from Lawson & Walker presenting claim.

S. DINKELSPIEL, SAN FRANCISCO.

a. Letter from Lawson & Walker presenting claim.

GEORGE HOWES & CO., NEW YORK AND SAN FRANCISCO.

a. Letter from Lawson & Walker presenting claim.

J. C. JOHNSON & CO., SAN FRANCISCO.

a. Letter from Lawson & Walker presenting claim.

J. B. NEWTON & CO., NEW YORK AND SAN FRANCISCO.

a. Letter from Lawson & Walker presenting claim.

TOBIN BROTHERS, SAN FRANCISCO.

a. Letter from Lawson & Walker presenting claim.

JENNINGS & BREWSTER, FAIRFIELD.

a. Letter from O. D. Jennings, transmitting—b. Sworn statement of loss; c. Copy of bill of lading.

A. B. TAYLOR, SON & CO., NEW YORK.

a. Letter from J. W. Arnold, transmitting-b. Invoice.

GODCHAUX, BROTHERS & CO., SAN FRANCISCO.

a. Letter from claimants, stating loss.

WM. H. & D. M. VAN COTT, NEW YORK.

a. Letter from claimants, stating loss.

L. B. BENCHLEY & CO., SAN FRANCISCO.

a. Sworn memorial of claimants; b. Affidavits of David Nicholas
Hawley and Jacob Underhill, relative to value of merchandise; c. Affidavit of C. T. Hopkins; d. Four invoices and one bill of lading.

### ELECTRIC SPARK.

Steamer Electric Spark of Philadelphia; 810 tons registered. John C. Graham, master. Owned by William J. Taylor & Co., Philadelphia. Sailed July 9, 1864, on a voyage from New York for New Orleans, laden with a general cargo; on July 10, 1864, when about sixty-six miles from Cape Henlopen, was captured and destroyed by the Florida.

Total claims, \$349,257 62.

## Claims.

OWNERS. Loss of vessel, stores, and outfit	<b>\$166,000 00</b>
PACIFIC MUTUAL INSURANCE COMPANY, NEW YORK. Insurers on cargo for Isaac Haber	\$48, 153 00
SUN MUTUAL INSURANCE COMPANY, NEW YORK. Insurers on cargo for L. Kaiser	•
COMMERCIAL MUTUAL INSURANCE COMPANY, NEW YORK: Insurance on cargo for C. A. Zoebisch & Sons	<b>\$350 00</b>

# LOSSES BY THE FLORIDA.

# Electric Spark.

NEW YORK MUTUAL INSURANCE COMPANY.		
Insurers on cargo for J. M. Thorburn	<b>\$212</b>	00
Insurers on cargo for Richard Irwin & Co	415	
	627	00
COLUMBIAN INSURANCE COMPANY, NEW YORK.		=
Re-insurers on cargo for Pacific Mutual Insurance Com-	• . • • • •	
pany Insurers on cargo for J. R. Bassett	<b>\$</b> 40,000	00
Insurers on cargo for J. R. Bassett	900	
	40, 900	00
ATLANTIC MUTUAL INSURANCE COMPANY.		_
Insurers on cargo for—	<b>A</b> 101	ΛΛ.
Palmer & Co	<b>\$</b> 424	
M. Echeverria & Co	4, 118	W
Charles F. Tag	1,418	w
Bernheimer BrosV. Durand & Rifflard	1, 185	MA.
	2, 260 750	M
Roethlisberger & Gerber William Smith Brown & Co	1,610	
William Smith Brown & Co	<del></del>	
	11, 765	00
SHERIDAN SHOOK & HENRY N. MORGAN, (SHOOK & MORGAN.)		
Loss on cargo	<b>\$1,460</b>	72
ROBERT & EDWARD SCHELL, SURVIVING PARTNERS OF THE S. FELLOWS & SCHELL.	FIRM OF	L.
S. FELLOWS & SCHELL.	A4 040	•••
Loss on cargo	<b>\$1,016</b>	32 ==
GEORGE MACPHERSON.	A1 010	00
Loss on cargo	<b>\$</b> 1,016	33
TUTHILL, MILLER & CO. Loss on cargo	<b>\$</b> 921	<b>05</b>
Loss of cargo	<b>4921</b>	=
REDLICH & SCHNITZLER.  Loss on cargo	<b>41</b> 700	03
-	Φ1, 10±	==
M. W. M'CHESNEY & CO.	A0 170	44
Loss on cargo as per invoice	\$2,153 717	<del>41</del>
Loss on 33½ per cent. advance paid to fill the order	717	-10 
	2,871	14
PERRY POTTER & CO.		
Loss on cargo	<b>\$</b> 2, 455	09
SCHNIEDER & ZUBERBIER.		_
Loss on cargo	<b>\$1,936</b>	68
BERNARD FINKLE.		
Loss on cargo	<b>\$</b> 3, 544	38
FRANCIS RICKERT.		
Loss on cargo	\$2,437	16
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# Electric Spark.

E. & H. T. ANTHONY & CO.	
Loss on cargo	\$1,708 51
WILLIAM F. WHITE. Loss on cargo	<b>\$</b> 857 <b>63</b>
WM. C. TOMPKINS, NEW YORK. Loss on cargo	<b>\$</b> 11, 318 17
L. BOWMAN & BROTHER, NEW YORK. Loss on cargo	<b>\$</b> 798 32
SAMUEL GOULD, BOSTON. Loss on cargo	<b>\$886 37</b>
AUGUST KOENIG. Loss on cargo	
JOHN B. BOGERT, NEW YORK. Loss on cargo	\$2,015 66
P. DWYER, NEW ORLEANS. Loss on cargo	<b>\$</b> 2,671 30
HENRY GOUDCHAUX, NEW YORK. Loss on cargo	<b>\$</b> 29, 115 <b>0</b> 1
SIMON & SOEB, NEW ORLEANS.  Loss on cargo	<b>\$4</b> , 273 25
MRS. WOOD, NEW ORLEANS. Loss on cargo	<b>\$</b> 487 88
FOLGER & CO., NEW ORLEANS. Loss on cargo	
LICHTENSTEIN BROS., NEW ORLEANS. Loss on cargo	<b>\$137 65</b>
E. R. WAGNER, NEW ORLEANS. Loss on cargo	<b>\$</b> 175 <b>31</b>

# List of papers.

WM. J. TAYLOR & CO., PHILADELPHIA.
a. Letter from J. Taylor & Co., inclosing—b. Affidavit of Wm. J. Taylor and John C. Graham, with indorsements of James A. Raynor and others as to value of vessel.

PACIFIC MUTUAL INSURANCE COMPANY, NEW YORK.

For loss paid Isaac Haber:

a. President's sworn statement of facts;
b. Copies of two invoices;
c. Two bills of lading;
d. Isaac Haber's affidavit, that the Pacific Mutual Insurance Company are the sole insurers of above merchandise; e. Assignment of claim of Isaac Haber.

SUN MUTUAL INSURANCE COMPANY, NEW YORK.

For loss paid L. Kaiser:

a. President's sworn memorial; b. Three invoices and three bills of lading; c. Open policy of insurance, payable to L. Kaiser; d. Certified conv of marine protest of master. Certified copy of marine protest of master.

## Electric Spark.

COMMERCIAL MUTUAL INSURANCE COMPANY, NEW YORK.

For loss paid C. A. Zoebisch & Sons:

a. President's memorial; b. Assignment of claim to Commercial Mutual Insurance Company; c. Bill of lading; d. Invoice; e. Certified copy of marine protest of master.

NEW YORK MUTUAL INSURANCE COMPANY, NEW YORK.

a. President's memorial.

For loss paid J. M. Thorburn:

a. Copy of assignment of claim to New York Mutual Insurance Company; b. Certified copy of invoice; c. Certified copy of bill of lading.

For loss paid Richard Irwin & Co.:

a. Assignment of claim to New York Mutual Insurance Company. COLUMBIAN INSURANCE COMPANY, NEW YORK.

General papers:

a. Attorney's memorial in behalf of receivers.

For loss paid Pacific Mutual Insurance Company:

a. Policy of insurance, re-insuring Pacific Mutual Insurance Company, on cargo; b. Assignment to Columbian Insurance Company; c. Letter of reclamation.

For loss paid J. R. Bassett:

a. Letter of reclamation; b. Certified copy of policy of insurance; c. Invoice; d. Bill of lading.

ATLANTIC MUTUAL INSURANCE COMPANY, NEW YORK.

General papers:

a. Sworn statement of facts.

For loss paid Palmer & Co.:

a. Bill of lading; b. Copy of policy of insurance; c. Assignment of claim.

For loss paid M. Echeverria & Co.:

a. Bill of lading; b. Copy of policy of insurance; c. Assignment of claim.

For loss paid Charles F. Tag:

a. Bill of lading; b. Copy of policy of insurance; c. Assignment of claim.

For loss paid Bernheimer Bros.:

a. Bill of lading; b. Copy of policy of insurance; c. Assignment of claim.

For loss paid V. Durand & Rifflard:

a. Bill of lading; b. Copy of policy of insurance; c. Assignment of claim.

For loss paid Roethlisberger & Gerber:

a. Bill of lading; b. Copy of policy of insurance; c. Assignment of

For loss paid William Smith Brown & Co.:

a. Bill of lading; b. Copy of policy of insurance; c. Assignment of

sheridan shook and henry n. Morgan, (shook & Morgan.)

a. Sworn memorial; b. Two bills of lading; c. Two invoices; d.

Deputy collector's certificate of register; c. Affidavit of Robert J. Hubbard, (secretary of New York Mail Steamship Company,) relative to capture and destruction of Electric Spark; f. Open policy of insurance.

# Electric Spark.

ROBERT AND EDWARD SCHELL, NEW YORK.

a. Letter transmitting—b. Claimants' sworn memorial; c. Bill of lading; d. Invoice; e. Affidavit of William Holmes, book-keeper, relative to invoice.

GEORGE MACPHERSON, NATCHEZ.

a. Oath of allegiance; b. Certified copy of naturalization papers. [For remainder of papers see a, b, c, d, and e, in Messrs. Schells' claim.]

TUTHILL, MILLER & CO., NEW YORK.

a. Sworn statement of B. F. Tuthill (one of the firm) making reclamation for loss sustained; b. Bill of lading; c. Bill of lading; d. Invoice; e. Affidavit of H. Muchmore, clerk, relating to above invoice; f. Affidavit of John J. Howell relative to two bills of lading above mentioned.

REDLICH & SCHNITZLER, NEW YORK.

a. Attorney's letter transmitting—b. Sworn memorial of Redlich & Schnitzler; c. Memorandum of merchandise lost; d. Certified copy of Abraham Redlich's declaration of intention to become a citizen of the United States; e. Albert Schnitzler's certificate of naturalization; f. Bill of lading; g. Copy of open policy of insurance.

M. W. MCHESNEY & CO., NEW ORLEANS.

a. Letter transmitting—b. Statement of loss; c. Copy of invoice; d. Certificate of loyalty; e. Sworn statement of facts; f. Sworn certificate of loyalty.

PERRY POTTER & CO., NEW YORK.

a. Letter presenting claim; b. Certified copy of invoice; c. Certified bill of lading.

SCHNEIDER & ZUBERBIER, NEW ORLEANS.

a. Letter presenting claim; b. Sworn statement of facts; c. Three invoices and three bills of lading.

BERNARD FINKLE, NEW YORK.

a. Attorney's letter presenting claim; b. Sworn statement of facts; c. Invoice; d. Bill of lading; e. Second letter from attorney, transmitting—f. Affidavit of claimant correcting error in claim, as before presented; q. Corrected copy of invoice.

FRANCIS RICKERT, NEW ORLEANS.

a. Letter presenting claim; b. Sworn statement of facts; c. Certificate of naturalization; d. Two invoices and two bills of lading.

E. & H. T. ANTHONY & CO., NEW YORK.

a. Letter presenting claim; b. E. Anthony's sworn statement of facts; c. Three invoices and three bills of lading.

WILLIAM F. WHITE, NEW ORLEANS.

a. Letter transmitting—b. Sworn statement of facts; c. Shipper's certificates (two) of shipment and value of merchandise; d. Invoice; e. Bill of lading.

WILLIAM C. TOMPKINS

- a. Petition of claimant; b. Copy of seven invoices; c. Certificate (unattested) signed by Louis Faurie and F. Schneider, relating to value of merchandise; d. Letter and statement of account by claimant; e. Certificate of insurance.
- L. BOWMAN & CO.
  - a. Letter transmitting memorandum of claim; b. Certificate of marine insurance of the goods for \$700. Digitized by GOOGIC

## LOSSES BY THE FLORIDA.

## Electric Spark-Estelle.

SAMUEL GOULD, BOSTON.

a. Memorial of Samuel Gould; b. Certified copy of invoice; c. Certified copy of bill of lading.

AUGUST KŒNIG.

a. Letter transmitting memorandum of claim.

JOHN B. BOGERT, NEW YORK.

a. Letter from Lawson & Walker, presenting claims.

P. DWYER, NEW ORLEANS.

a. Letter from Lawson & Walker, presenting claims.

HENRY GOUDCHAUX, NEW YORK.

a. Letter from Lawson & Walker, presenting claims.

SIMON & SOEB, NEW ORLEANS.

a. Letter from Lawson & Walker, presenting claims.

MRS. WOOD, NEW ORLEANS.

a. Letter from Lawson & Walker, New York, transmitting-b. Memorandum of loss.

FOLGER & CO., NEW ORLEANS.
a. Letter from Lawson & Walker, New York, transmitting—b. Memorandum of loss.

LICHTENSTEIN BROTHERS, NEW ORLEANS.

a. Letter from Lawson & Walker, New York, transmitting-b. Memorandum of loss.

E. R. WAGNER, NEW ORLEANS.

a. Letter from Lawson & Walker, New York, transmitting—b. Memorandum of loss.

### ESTELLE.

The brig Estelle of Cherryfield, Maine; 300 tons burden. Brown, master. Simpson & Clapp, owners. On January 19, 1863, while in a prosecution of a voyage from Cherryfield, Maine, to Cuba, was captured by the Florida. Total claims filed, \$4,000 00.

### Claims.

NEPTUNE INSURANCE COMPANY, NEW YORK.

# List of papers.

#### NEPTUNE INSURANCE COMPANY.

General papers:

a. Letter transmitting—b. Printed copy of charter of Neptune Insurance Company; c. Sworn memorial; d. Certified copy of order of supreme court appointing Jeremiah P. Tappan receiver.

For loss paid Simpson & Clapp:

a. Certified copy of insurance policy; b. Certified copy of Simpson & Clapp's receipt in full for amount of insurance; c. Certified copy of their assignment. Digitized by Google

# General Berry-George Latimer.

## GENERAL BERRY.

Bark General Berry; — tons burden. —— Hooper, master. Owned by J. Hooper & Co., Baltimore. On July 10, 1863, between New York and Fortress Monroe, while in the United States service, was destroyed by the Florida.

Total claims filed, \$815 32.

### Claims.

OWNERS. Loss of freight, outfit, &c., (amount not stated.)	•
AARON RING, BATH, MAINE.  Loss of chain cable	\$815, 32

# List of papers.

## OWNERS.

a. Letter from owners relative to loss; b. Printed report of the Committee on Claims, United States Senate, relative to the payment of \$16,000 for loss of vessel.

AARON RING, BATH, MAINE.

a. Letter from Lawson & Walker, presenting claim.

## GEORGE LATIMER.

Schooner George Latimer sailed on or about April 29, 1864, on a voyage from Baltimore for Pernambuco; (description of cargo not stated.) On or about May 18, 1864, while on such voyage, was captured and destroyed by the Florida. Total claims filed, \$28,600.

## Claims.

BALTIMORE MARINE INSURANCE COMPANY, BALTIMORE. Insurers on vessel for R. B. Goodwin & Co Insurers on cargo for Kirkland, Chase & Co	\$1,600 9,000	00 00
	10,600	00
MARYLAND INSURANCE AND SECURITY COMPANY. Insurers on cargo for Kirkland, Chase & Co	\$9,000	00
MERCHANTS' MUTUAL INSURANCE COMPANY. Insurers on cargo for Kirkland, Chase & Co	\$9,000	00

# List of papers.

BALTIMORE MARINE INSURANCE COMPANY, BALTIMORE. For loss paid R. B. Goodwin & Co.:

a. Letter presenting claim; b. Sworn memorial. Digitized by Google

# George Latimer-Golconda.

For loss paid Kirkland, Chase & Co.:

a. Letter presenting claim; b. Sworn memorial. (In this memorial claimants refer to papers filed by Kirkland, Chase & Co. as additional proof in support of claim, but there appears to be no claim on file by Kirkland, Chase & Co.)

MANUFACTURERS' INSURANCE AND SECURITY COMPANY OF BALTIMORE.

For loss paid Kirkland, Chase & Co.:

a. Letter inclosing—b. Sworn memorial.

MERCHANTS' MUTUAL INSURANCE COMPANY OF BALTIMORE.

For loss paid Kirkland, Chase & Co.:

a. President's letter presenting—b. Sworn memorial.

### GOLCONDA.

Barque Golconda of New Bedford, of 33055 tons register. Benjamin Winslow, master. Matthew Howland, owner, 5; George Howland, jr., 3; Matthew Howland, trustee, 2; and S. Taber, 16, all of New Bedford. Sailed on or about April 14, 1864, from Talcahuana, homeward bound from a whaling voyage. On July 8, 1864, when on said voyage, about one hundred and sixty miles southwest of Long Island, was captured by the Florida, and after being despoiled of part of her cargo, was burned with remainder on board. Ship's papers retained by the master of the Florida.

Total claims filed, \$117,458.

Claims.		
OWNERS. Loss of vessel Loss of outfits Loss of 158 barrels of oil Loss of freight on 1,800 barrels oil	\$20,000 8,000 11,198 4,536	00
	43, 734	00
(Claimants protest against any diminution of claim by insurance obtained by them.)	y reason	of
UNION MUTUAL MARINE INSURANCE COMPANY, NEW BEDFOR Insurers on vessel and outfits for Matthew Howland Insurers on cargo for Zenas L. Adams	\$8,000 12,000	00
	25, 000	00
COLUMBIAN INSURANCE COMPANY, NEW YORK. Insurers on cargo for Isaac Howland, jr. & Co	\$17, 250	00
OCEAN MUTUAL INSURANCE COMPANY, NEW BEDFORD. Insurers on cargo for William Hathaway, jr Insurers on cargo for William Gifford	\$6,800 3,500	

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### Golconda.

COMMERCIAL MUTUAL INSURANCE COMPANY, NEW BEDFORD. Insurers on cargo for— Cynthia S. Cummings, executrix. O. and E. W. Seabury Rodolphus Beetle. Charles E. Hawes	\$1,960 (10,000 (2,000 (2,000 (	00 00 00
PACIFIC MUTUAL MARINE INSURANCE COMPANY. Insurers on vessel for Matthew Howland, trustee Insurers on cargo for David B. Kempton	\$2,000 2,925	=
BENJAMIN WINSLOW, MASTER. Loss of personal effects	\$289 (	=

# List of papers.

OWNERS, MATTHEW HOWLAND, MANAGER.

a. Attorney's letter transmitting—b. Owners' sworn memorial; c. Certified copy of sworn protest of Otis A. Davis and Henry J. Chase, seamen; d. master's sworn statement of facts; e. Certified copy of clearance; f. Certified copy of register; g. Certified copy of manifest.

## UNION MUTUAL MARINE INSURANCE COMPANY, NEW BEDFORD.

a. Sworn memorial.

For loss paid Matthew Howland:

a. Copy of policy of insurance.

For loss paid Zenas L. Adams:

a. Copy of policy of insurance for \$12,000; b. Copy of policy of insurance for \$5,000.

COLUMBIAN INSURANCE COMPANY, NEW YORK. For loss paid Isaac Howland, jr., & Co.:

a. Receiver's sworn memorial; b. Letter making reclamation; c. Certified copies of two policies of insurance; d. Letter from one of owners to receivers, stating he cannot furnish copy of protest; e. Bill of lading of oil consigned to I. Howland, jr., & Co.; f. Letter from I. Howland, jr., & Co., to president Columbian Insurance Company, relative to payment of insurance; g. Memorandum of insurance; h. Certificate stating that Columbian Insurance Company are sole insurers of I. Howland, jr., & Co.'s interest in cargo; i. Assignments to Columbian Insurance company; j. Certificate signed by the presidents of the several New Bedford Insurance companies interested in the loss of Golconda, stating they have accepted the report of her loss.

OCEAN MUTUAL INSURANCE COMPANY, NEW BEDFORD. For loss paid William Hathaway, jr.:

a. Sworn memorial; b. Copy of policy of insurance.

For loss paid William Gifford:

a. Copy of policy of insurance.

COMMERCIAL MUTUAL MARINE INSURANCE COMPANY, NEW BEDFORD.

a. Sworn memorial; b. Copy of policy of insurance in each case.

## Golconda-Greenland.

PACIFIC MUTUAL MARINE INSURANCE COMPANY, NEW BEDFORD.

General papers: a. Memorial.

For loss paid Matthew Howland, trustee:

a. Copy of insurance policy.

For loss paid David B. Kempton:

a. Two policies of insurance.

BENJAMIN WINSLOW, (MASTER.)

[See papers in claim of owners of Golconda and affidavit of Winslow.]

## GREENLAND.

Bark Greenland of Bath, Maine; 549 55 tons burden. Timothy Everett, master. John H. Kimball, of Bath, owner 6 and agent; Josiah Mitchell,  $\frac{2}{16}$ ; Humphrey Snow,  $\frac{2}{16}$ ; Coan Jordan,  $\frac{1}{16}$ ; Joseph C. Given,  $\frac{1}{16}$ ; Lewis Thompson,  $\frac{1}{16}$ ; Frederick W. D ea 11,  $\frac{1}{16}$ ; Henry A. Merryman,  $\frac{1}{16}$ ; and Allen O. Peck,  $\frac{1}{16}$ . Sailed July 7, 1864, on a voyage from Philadelphia to Pensacola, laden with coal. On July 9, 1864, was captured, plundered, and burned by the Florida, thirty miles from Cape

Total claims filed, \$16,725.

AWNEDS

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For value of vessel and outfits	<b>\$30,000</b>	00		
Less paid by United States Government as insurers	23, 500	00	A 0 ×00	00
For amount of freight on cargo		<del>-</del>	\$6,500 7,200	00
			13, 700	00
COLUMBIAN INSURANCE COMPANY. Insurers on cargo for J. H. Kimball	•••••	•••	<b>\$1,600</b>	00
TIMOTHY EVERETT (MASTER.)  Loss of primage and wages  Loss of personal effects		• • •	\$360 . 1,065	
•		•	1, 425	00

# List of papers.

JOHN H. KIMBALL, (PART OWNER AND AGENT FOR OTHER OWNERS.)

a. Agent's letter making reclamation; b. Agent's letter presenting additional documents; c. Sworn memorial; d. Bill of lading; e. Certified copy of register.

COLUMBIAN INSURANCE COMPANY, NEW YORK.

For loss paid J. H. Kimball:

a. Sworn memorial; b. Certified copy of register; c. Certificate of registered ownership; d. Certified copy of master's protest; e. Copy of bill of lading; f. Open policy of insurance; g. J. H. Kimball's assignment of claim; h. J. C. Kimball's affidavit that Columbian Insurance Company are sole insurers; i. Insurance memorandum.

## Greenland-Harriet Stevens-Henrietta,

TIMOTHY EVERETT, (MASTER.)

a. Letter from J. H. Kimball, transmitting—b. Master's sworn memorial, relative to his loss.

[For additional proof, refers to papers filed by owners.]

## HARRIET STEVENS.

Bark Harriet Stevens, John W. Warmwell, master. On July 1, 1864, while on a voyage from Portland to Cienfuegos, laden with merchandise, was destroyed by the Florida.

Total claims filed, \$10,500.

### Claims.

COLUMBIAN INSURANCE COMPANY, NEW YORK. Insurers on cargo for J. W. Mungen Insurers on freight for Brett, Son & Co	\$9,500 00 1,000 00
	10 500 00

# List of papers.

COLUMBIAN INSURANCE COMPANY, NEW YORK.

a. Receiver's sworn memorial:

For loss paid J. W. Mungen.

a. Notice of reclamation; b. Certified copy of open policy of insurance; c. notice to enter in above policy \$9,500 on merchandise; d. Memorandum of insurance; c. Letter to Columbian Insurance Company, inclosing—f. Copies of two bills of lading; g. Copies of two invoices; h. J. W. Mungen's affidavit that Columbian Insurance Company are sole insurers, and that George S. Hunt is sole owner of property represented by above invoices and bills of lading; i. Letter from George S. Hunt, indorsed by J. W. Mungen, directing Columbian Insurance Company to pay Brett, Son & Co. or order amount of above insurance.

For loss paid Brett, Son & Co:

a. Letter of reclamation; b. Certified copy of open policy of insurance, payable to Brett, Son & Co.; c. Attested assignment to Columbian Insurance Company; d. James E. Brett's affidavit that Columbian Insurance Company are sole insurers; e. Memorandum of insurance; f. Unattested assignment to Columbian Insurance Company.

#### HENRIETTA.

Bark Henrietta of Baltimore; of 437 675 tons register. George F. Brown, master. Owned by Thomas Whitridge, of Baltimore. Sailed on or about March 18, 1863, on a voyage from Baltimore to Rio de Janeiro, laden with general cargo. On April 23, 1863, when in latitude 1°12′ south, and longitude 28° 45′ west, and while in prosecution of said voyage, was burned by the Florida.

Total claims filed, \$64,806 94.

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### Henrietta-Jacob Bell.

### Claims.

THOMAS WHITRIDGE, BALTIMORE.  Loss of vessel and outfit  Loss of freight and primage	\$25,000 7,140	00 00
	32, 140	00
THOMAS WHITRIDGE & CO., BALTIMORE.  Loss on cargo above insurance	<b>\$</b> 12, <b>130</b>	94
BALTIMORE MARINE INSURANCE COMPANY. Insurance on cargo for Thomas Whitridge & Co	\$20,000	00
ANNA MARIA FLORA, EAU CLARE, WISCONSIN. Loss of personal effects	<b>\$536</b>	00

## List of papers.

THOMAS WHITRIDGE, OF BATIMORE, (OWNER.)

a. Letter transmitting—b. Owner's sworn memorial; c. Letter from the master to owners relative to capture, &c.; d. Certified copy of register; e. Certified copy of shipper's manifest; f. Certified copy of export manifest.

THOMAS WHITRIDGE & CO., OF BALTIMORE.

a. Letter transmitting—b. sworn memorial including a statement of claim; c. Copy of open policy of insurance.

BALTIMORE MARINE INSURANCE COMPANY.

Loss paid Thomas Whitridge & Co.:

a. Letter transmitting—b. Sworn memorial.

ANNA MARIA FLORA, EAU CLARE, WISCONSIN.

a. Letter stating that she was a passenger on the Henrietta at the time of her capture, and that she had lost her personal effects.

## JACOB BELL.

Ship Jacob Bell of New York; of 1,381 \( \frac{5}{6} \) tons register. Charles H. Frisbie, master. A. A. Low & Bros., of New York, managing owners. Sailed on or about November 8, 1862, on a voyage from Foo Chow, China, to New York, laden with a valuable cargo of teas and sundry merchandise. On February 12, 1863, in latitude 24° north and longitude 65° 58′ west, while on said voyage, was captured by the Florida and destroyed together with cargo.

Total claims filed, \$385,145 15.

### Claims.

A. A. LOW & BROTHERS, NEW YORK, (MANAGE For value of ship Less insurance $\frac{1}{10}$ interest	<b>\$</b> 50,000 00	<b>\$</b> 02 000	00
For value of freight money Less insurance	22, 783 00 10, 000 00	\$35,000	

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# Jacob Bell.

For value of cargo	<b>\$49,922 30</b>
	97, 705 30
NEW YORK MUTUAL INSURANCE COMPANY, NEW YORK. Insurers on vessel and cargo for A. A. Low & Bros	\$17,500 00
COMMERCIAL MUTUAL INSURANCE COMPANY, NEW YORK. Insurers on vessel for A. A. Low & Bros	\$7,500 00 10,000 00
Insurers on cargo for A. A. Low & Bros	10,000 00
	17,500 00
UNION MUTUAL INSURANCE COMPANY, NEW YORK. Insurers on cargo and profits, Olyphant, Sons & Co	<b>\$7,807 00</b>
SUN MUTUAL INSURANCE COMPANY, NEW YORK.	
Insurers on freight for A. A. Low & Bros	\$10,000 00
Insurers on cargo for Bucklin & Crane	8,312 00 3,807 00
insurers on onigo for ony plants, some & co	<u> </u>
	22, 119 00
BOYLSTON FIRE AND MARINE INSURANCE COMPANY, BOSTON Insurers on cargo for J. M. Forbes & Co	\$21,000 00
CHINA MUTUAL INSURANCE COMPANY, BOSTON. Insurers on cargo for J. M. Forbes & Co	\$21,000 00
MERCANTILE MUTUAL INSURANCE COMPANY, NEW YORK. Insurers on cargo for A. A. Low & Bros	<b>\$15,000 00</b>
MANUFACTURERS' INSURANCE COMPANY, BOSTON. Insurers on cargo and profits for Williams & Hall	<b>\$</b> 5,800 00
PACIFIC MUTUAL INSURANCE COMPANY, NEW YORK.	•
Insurers on cargo for A. A. Low & Bros	<b>\$10,000 00</b>
FRANKLIN INSURANCE COMPANY, BOSTON. Insurers on cargo for Williams & Hall	\$3,200 00
NEPTUNE INSURANCE COMPANY, BOSTON. Insurers on cargo for William H. Foster	<b>\$</b> 800 00
ATLANTIC MUTUAL INSURANCE COMPANY, NEW YORK. Insurers on cargo for—	
Pickering, Winslow & Co	
Williams & Hall	5,600 00
Young & Emmons. Bucklin & Crane	9,000 00
Weston & Gray	. 8,312 00 . 93,563 00
10 L C Digitized	. 93, 903 00 by GOOSIC
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### Jacob Bell.

Frothingham & Baylis	\$3,000 3,808	00
	124, 883	00
GREAT WESTERN INSURANCE COMPANY, NEW YORK. Insurers on cargo for Olyphant, Sons & Co	<b>\$</b> 4, 369	00
BUCKLIN & CRANE, NEW YORK.  Loss on cargo above insurance	\$12, 389	67
MARTHA NOYES WILLIAMS, UTICA, NEW YORK.  Loss of personal property, (gold)	\$1,848	18
CHARLES H. FRISBIE, (MASTER,) NEW YORK.  Loss of personal effects	<b>\$</b> 2,224	00

# List of papers.

A. A. LOW & BROS.

a. Attorney's letter, transmitting—b. Attorney's statement of facts in behalf of owners;
c. Extended marine protest of master and mates;
d. Certified copy of register;
e. Seven bills of lading;
f. Seven invoices of merchandise, as per above bills of lading;
g. Copy of account of sales of sundry merchandise.

NEW YORK MUTUAL INSURANCE COMPANY.

For loss paid A. A. Low & Bros.:

a. President's memorial, attested by secretary; b. Certified copy of assignment of claim; c. Copy of bill of lading.

COMMERCIAL MUTUAL INSURANCE COMPANY.

For loss paid A. A. Low & Bros.:

a. President's letter of notification; b. President's memorial; c. Certified copy of register; d. Certified copy of marine protest.

Insurance paid owners on vessel:

a. Assignment of claim for amount of insurance.

Insurance paid A. A. Low & Bros. on cargo:

a. Certified copies of bills of lading; b. Copies of four invoices of above merchandise; c. Assignment to Commercial Mutual Insurance Company.

UNION MUTUAL INSURANCE COMPANY, NEW YORK.

a. Attorney's letter presenting claim;
 b. President's sworn memorial;
 c. Printed copy of charter of Union Mutual Insurance Company;
 d. Certified copy of policy of insurance;
 e. Certified copy of open policy of insurance;
 f. Certified copy of invoice;
 g. Certified copy of bill of lading;
 h. Certified copies of Olyphant, Sons & Co.'s two receipts in full for amount of insurance.

SUN MUTUAL INSURANCE COMPANY, NEW YORK.

For losses paid A. A. Low & Bros., Bucklin & Crane, and Olyphant, Sons & Co.:

- a. President's sworn memorial relating to losses paid above-named parties.
- BOYLSTON FIRE AND MARINE INSURANCE COMPANY, BOSTON.

For loss paid J. M. Forbes & Co.:

a. President's sworn memorial; b. Policy of insurance, on which is indorsed their receipt in full for amount of insurance.

### Jacob Bell.

CHINA MUTUAL INSURANCE COMPANY, BOSTON.

For loss paid J. M. Forbes & Co.:

a. President's sworn memorial; b. Certified copy of the master's and mate's protest; c. Policy of insurance, on which is indorsed J. M. Forbes & Co.'s receipt in full for amount of policy; d. Certified copies of four bills of lading.

MERCANTILE MUTUAL INSURANCE COMPANY, NEW YORK.

For loss paid A. A. Low & Bros.:

a. Sworn statement of facts, attested by vice-president; b. Copies of four bills of lading; c. Policy of insurance; d. Assignment of claim.

MANUFACTURERS' INSURANCE COMPANY, BOSTON.

For loss paid Williams & Hall:

a. President's sworn memorial;
 b. Copy of open policy of insurance;
 c. Certified copy of assignment of claim;
 d. Certified copies of two invoices.

PACIFIC MUTUAL INSURANCE COMPANY, NEW YORK.

For loss paid A. A. Low & Bros.:

a. President's sworn statement of facts;
 b. Copies of four invoices;
 c. Assignment of claim.

FRANKLIN INSURANCE COMPANY, BOSTON.

For loss paid Williams & Hall:

a. President's sworn memorial; b. Open policy of insurance, on which is indorsed their receipt in full for amount of insurance.

NEPTUNE INSURANCE COMPANY, BOSTON.

For loss paid William H. Foster:

a. President's sworn memorial; b. Certified copy of policy of insurance, on which is indorsed his receipt for amount of insurance.

ATLANTIC MUTUAL INSURANCE COMPANY, NEW YORK.

For losses paid various parties named in claim:

a. Vice-president's letter presenting claims;
 b. General statement of facts, signed by attorney;
 c. Certified copy of marine protest;
 d. Separate assignments from each of the seven firms respectively named in above claim, to Atlantic Mutual Insurance Company, and separate bills of lading from each of said firms.

GREAT WESTERN INSURANCE COMPANY, NEW YORK.

For loss paid Olyphant, Sons & Co.:

a. President's sworn memorial.

BUCKLIN & CRANE, NEW YORK.

a. Letter from Henry M. Atkinson, for Bucklin & Crane, transmitting following papers: b. Claimant's affidavit relating to facts;
c. Letter from Bull, Purdon & Co., Foo Chow, to claimants, relative to purchase and shipment of teas; d. Letter as above, inclosing invoice and bill of lading; e. Invoice of teas; f. Bill of lading; g. Open policy of insurance in the Atlantic Mutual Insurance Company; h. Open policy of insurance in the Great Western Insurance Company; i. Certified copy of note of marine protest; j. Letter from claimants asking if their claim is on file; k. Letter from Bucklin, Crane & Co., (successors to Bucklin & Crane,) transmitting—l. Sworn memorial by Fred. C. Farley, (of firm of Bucklin, Crane & Co., and late of Bucklin & Crane,) claiming addition of \$4,077 to claim as before stated; m. Bill of lading; n. Invoice; o. Exhibit of claim showing grounds, for

## Jacob Bell-Lapwing.

claiming increase of same; p. Memorandum and description of shipment; q. Affidavit of W. J. Beebe relative to value of shipments, &c.

MRS. MARTHA N. WILLIAMS, (PASSENGER.)

a. Letter from claimant relative to her claim; b. Letter from claimant notifying Department that William F. Heins will present her claim; c. Agent's letter presenting claim and transmitting following papers: d. Inventory and affidavit of loss; e. Marine policy of insurance in Hong Kong Insurance Company; f. Duplicate of above policy; g. Written copy of above original policy of insurance; h. Chas. W. Johnson's affidavit relative to capture of vessel and loss of property; i. Claimant's affidavit relative to capture of vessel and her loss; j. Certified copy of schedule of property.

CHAS. H. FRISBIE, (MASTER.)

a. Attorney's letter, transmitting—b. Claimant's sworn statement of facts; c. Inventory of claimant's personal effects.

## LAPWING.

Bark Lapwing of New York; of 590 tons burden. James Bolger, master. Eben Bacon, of West Roxbury, Massachusetts, ¼, William B. Bacon, of West Roxbury, ¼, and David G. Bacon, of New York, ½. Sailed from Boston March 9, 1863, on a voyage to Batavia and Singapore, laden with coal, provisions, and other merchandise. On the 28th of March, in latitude 31° 30′ north, longitude 32° 30′ west, was captured by the Florida, and a prize crew placed in charge of the vessel, which was made a tender to the Florida.

Total claims filed, \$75,000.

### Claims.

ATLANTIC MUTUAL INSURANCE COMPANY, NEW YORK. Insurers on vessel for Eben, William B., and D. G.		
Bacon	\$30,000	00
Insurers on cargo	25, 000	00
	55, 000	00
CHINA MUTUAL INSURANCE COMPANY, BOSTON.		
Insurers on freight for D. G. and W. B. Bacon	\$15,000	00
Insurers on cargo	5, 000	00
	20,000	00

## List of papers.

ATLANTIC MUTUAL INSURANCE COMPANY. For loss paid E., W. B., and D. G. Bacon:

a. Letter of J. D. Jones, inclosing—b. Statement of facts; c. Certified copy of register; d. Certified copy of master's extended protest; e. Two assignments of claim; f. Bill of lading.

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# Lapwing-M. J. Colcord.

CHINA MUTUAL INSURANCE COMPANY.

For loss paid D. G. and W. B. Bacon:

a. Sworn memorial of president; b. Two original policies of insurance; c. Certified copy of master's protest; d. Certified copy of master's manifest; e. Certificate of clearance.

## M. J. COLCORD.

Bark M. J. Colcord of Boston; of 374 tons burden. Rufus Harriman, master. Alfred Blanchard, with estate of Elisha Sherman, copartners,  $\frac{7}{12}$ , Benjamin F. Martin,  $\frac{3}{32}$ , Henry Avery,  $\frac{2}{32}$ , Albert Vinal,  $\frac{3}{32}$ , Josiah A. Colcord,  $\frac{11}{32}$ , William Berry,  $\frac{2}{32}$ , John C. Partridge,  $\frac{3}{32}$ , Lewis Walsh, Benjamin Carver, Jonathan Chase, copartners,  $\frac{4}{32}$ , owners. Sailed March 12, 1863, from New York to Cape Town and Zanzibar. March 13, 1863, was captured by the Florida, and a prize crew placed in charge. Total claims filed, \$100, 490 21.

## Claims.

OWNERS.		
Loss of vessel	\$20,000	00
Freight money	10,000	00
Outfit	3,904	03
Nautical instruments	220	00
	34, 124	
Less insurance received	3,500	00
	30, 624	
RUFUS GREENE & CO., PROVIDENCE, RHODE ISLAND.		
	<b>\$</b> 32, 933	09
Loss on cargo Loss on anticipated profit	32, 933	09
	65, 866	18
Less insurance	30,000	00
	35, 866	
MANUFACTURERS' INSURANCE COMPANY, BOSTON.		==
Insurers on cargo for Rufus Greene & Co	<b>\$</b> 10,000	00
AMERICAN INSURANCE COMPANY, BOSTON.		
Insurers on cargo for Rufus Greene & Co	\$10,000	00
NEW ENGLAND MUTUAL MARINE INSURANCE COMPANY, BOST Insurers on vessel for J. J. Durham	FON. \$500	00
MEININE INGLEDINGE GOVERNME NOGROM	===	=
NEPTUNE INSURANCE COMPANY, BOSTON. Insurers on cargo for Rufus Greene & Co	\$10,000	00
MERCANTILE MUTUAL INSURANCE COMPANY, NEW YORK. Insurers on freight for Walsh, Carver & Chase	<b>\$</b> 3,500	00

### M. J. Colcord-Mondamin.

## List of papers.

OWNERS.

a. Letter of Walsh & Carver, inclosing—b. Affidavit of Louis Walsh as to loss;
c. Certified copy of master's protest;
d. Certified copy of register;
e. Certified copy of charter-party;
f. Letter of Walsh Carver, inclosing—g. Certified copy of master's manifest;
h. Certified copy of shipper's manifest;
i. Certified copy of crew list.

RUFUS GREENE & CO.

a. Sworn memorial;
 b. Certified copy of master's protest;
 c. Certified copy of invoice;
 d. Letter of Rufus Greene, inclosing—e.
 Letter of H. Spalding to Rufus Greene & Co.

MANUFACTURERS' INSURANCE COMPANY.

For loss paid Lewis Greene & Co.:

a. Sworn memorial; b. Certified copy of policy; c. Certified copy of master's protest; d. Certified copy of invoice; c. Certified copy of manifest and clearance; f. Certified copy of bill of lading; g. Certified copy of assignment of claim.

AMERICAN INSURANCE COMPANY.

For loss paid Rufus Greene & Co.:.

- a. Sworn memorial; b. Certified copy of policy and receipt of R. Greene & Co., for insurance.
- NEW ENGLAND MUTUAL MARINE INSURANCE COMPANY.

For loss paid J. J. Durham:

a. Sworn memorial; b. Copy of open policy of insurance, and receipt indorsed.

NEPTUNE INSURANCE COMPANY.

For loss paid Rufus Greene & Co.:

a. Sworn memorial; b. Certified copy of policy and receipt for insurance.

MERCANTILE MUTUAL INSURANCE COMPANY.

For loss paid Walsh, Carver & Chase:

a. Sworn memorial; b. Certified copy of master's protest; c. Certi-

fied copy of register; d. Policy of insurance; e. Assignment of claim; f. Affidavit of Louis Walsh of sole insurance in Mercantile Mutual Insurance Company.

### MONDAMIN.

Bark Mondamin of Baltimore; of 39034 tons burden. Abram Phinny, master. Thomas Whitridge, sole owner. Sailed from Rio de Janeiro September 16, 1864, in ballast. On the 26th September, 1864, in latitude 5° 42′ south, longitude 34° 36′ west, was captured and burned by the Florida.

Total claim filed, \$21,929 17.

Claims.		
THOMAS WHITRIDGE, (OWNER.)  Loss of vessel	\$23, 000 3, 800	00 00
Less insurance	26, 800 14, 870	00 83

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#### Mondamin-Oneida.

COLUMBIAN INSURANCE COMPANY, NEW YORK.
Insurers on vessel for Thomas Whitridge . . . . . . . . \$10,000 00

# List of papers.

THOMAS WHITRIDGE, (OWNER.)

a. Letter to Secretary of State, inclosing—b. Sworn memorial; c. Certified copy of master's protest.

COLUMBIAN INSURANCE COMPANY.

- For loss paid Thomas Whitridge:
  - a. Letter of reclamation; b. Sworn general memorial of receiver; c. Certified copy of master's protest; d. Certified copy of register; c. Policy of insurance; f. Certified copy of assignment of claims; g. Affidavit of Thomas Whitridge of sole insurance in Columbian Insurance Company; h. Memorandum of insurance.

## ONEIDA.

Ship Oneida of New Bedford; — tons burden. Jesse H. Potter, master. Thomas S. Hathaway, agent and part owner. Sailed from Shanghai, China, January 24, 1863, with a cargo of teas, bound for New York. On the 24th of April, 1863, in latitude 1° 40′ south, longitude 29° 10′ west, was captured by the Florida and burned.

Total claims filed, \$453, 684 61.

Claims.				
THOMAS S. HATHAWAY. Loss on vessel	\$25,000	00	1	
Less insurance received	15, 000	00	l	
Add insurance premium	10,000 1,802	00		00
Value of cargo	378, 918	70	<b>\$</b> 11,802	vv
Less duties and insurance received over and above premiums paid	305, 376	46	73, 542	24
Amount of freight	10, 094	37	10,012	
Less insurance received over and above premium paid	8,800	00	1, 294	37
			86, 638	61
JESSE F. POTTER, (MASTER,) SALEM, MASS.  Loss of personal effects, wages, &c	• • • • • • • • • • • • • • • • • • •		<b>\$4,500</b>	00
NEW ENGLAND MUTUAL MARINE INSURANCE CO. Insurers on profits for Thomas S. Hathaway Insurers on cargo for Mercantile Mutua	y		\$20,000	00
Company			3, 300	00
			23, 300	00

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ATLANTIC MUTUAL INSURANCE COMPANY, NEW YORK. Insurers on cargo for—	
W. H. Wisner	<b>\$3,768 00</b>
Thomas S. Hathaway	30,000 00
McKean, Borie & Co	60, 328 00
Ezra R. Goodridge & Co	15,075 00
David Torrance & Co	3, 279 00
	112, 450 00
COLUMBIAN INSURANCE COMPANY, NEW YORK. Insurers on cargo for T. S. Hathaway Insurance on cargo for Sun Mutual Insurance Com-	\$20,000 00
pany	10,000 00
	30,000 00
COMMERCIAL MUTUAL MARINE INSURANCE COMPANY, NEW I	BEDFORD.
Insurers on cargo for Thomas S. Hathaway	\$10,000 00
Insurers on cargo, Sun Mutual Insurance Company	2,017 00
	12,017 00
MUTUAL MARINE INSURANCE COMPANY, NEW BEDFORD. Insurers on cargo for Thomas S. Hathaway	<b>\$10,000 00</b>
NEW YORK MUTUAL INSURANCE COMPANY. Insurers on cargo for Thomas S. Hathaway	\$25,000 00
SUN MUTUAL INSURANCE COMPANY, NEW YORK. Insurers on cargo for Thomas S. Hathaway	<b>\$</b> 42, 179 00
GREAT WESTERN INSURANCE COMPANY, NEW YORK. Insurers on cargo for Thomas S. Hathaway	\$60,000 00
METROPOLITAN INSURANCE COMPANY, NEW YORK. Re-insurers on cargo for Baltimore Marine Insurance Company	\$5,000 00 
UNION MUTUAL INSURANCE COMPANY, NEW BEDFORD. Insurers on vessel for Thomas S. Hathaway Insurers on cargo for Thomas S. Hathaway	\$10,000 00 5,000 00
	15,000 00
WASHINGTON MARINE INSURANCE COMPANY, NEW YORK. Insurers on cargo	<b>\$7,500 00</b>
Company	5,000 00
	12,500
PACIFIC MUTUAL INSURANCE COMPANY, NEW YORK. Insurers on profits for Thomas S. Hathaway	\$10,000 00

#### Oneida.

NEPTUNE INSURANCE COMPANY, NEW YORK.

Insurers on cargo for Thomas S. Hathaway .....

\$5,000 00

PACIFIC MUTUAL MARINE INSURANCE COMPANY, NEW BEDFORD.

Insurers on chest of tools for William B. Carr ......

**\$**100 00

# List of papers

THOMAS S. HATHAWAY.

a. Letter of inquiry;
 b. Letter inclosing—c. Sworn memorial;
 d. Certified copy of master's protest;
 e. Copies of three invoices;
 f. Copies of two bills of lading.

JESSE F. POTTER, (MASTER,) SALEM, MASSACHUSETTS.

a. Letter from claimant transmitting—b. Sworn memorandum of loss.

NEW ENGLAND MUTUAL MARINE INSURANCE COMPANY.

a. Sworn memorial;
 b. Two certified copies of master's protest;
 c. Copies of two policies of insurance;
 d. Copy of receipt of Thomas S. Hathaway;
 e. Copy of receipt of Mercantile Mutual Insurance Company.

ATLANTIC MUTUAL INSURANCE COMPANY.

a. Letter of Charles Dennis, inclosing—b. Statement of facts; c. Copy of master's protest; d. Separate assignments of W. H. Wizner, Thomas S. Hathaway, McKean, Borie & Co., Ezra R. Goodridge & Co., and David Torrance & Co., and Atlantic Mutual Insurance Company; e. Seven bills of lading.

COLUMBIAN INSURANCE COMPANY.

General papers:

a. Sworn memorial.

For loss paid Thomas S. Hathaway:

a. Letter of reclamation; b. Policy of insurance; c. Copy of his receipt for insurance; d. His affidavit of insurances effected on cargo; c. Memoranda of insurance.

For loss paid Sun Mutual Insurance Company:

a. Two letters of reclamation; b. Two insurance policies; c. Two assignments of claim.

COMMERCIAL MUTUAL MARINE INSURANCE COMPANY.

a. Sworn memorial.

For loss paid Thomas S. Hathaway:

a. Copy of policy of insurance.

For loss paid Sun Mutual Insurance Company:

a. Copy of policy of insurance.

MUTUAL MARINE INSURANCE COMPANY.

a. Sworn memorial; b. Copy of policy to Thomas S. Hathaway.

NEW YORK MUTUAL INSURANCE COMPANY.

For loss paid Thomas S. Hathaway:

a. Memorial; b. Certified copy of assignment of claim; c. Certificate of his insurance in various companies; d. Certified copies of three invoices.

SUN MUTUAL INSURANCE COMPANY, NEW YORK.

For loss paid Thos. S. Hathaway:

a. Sworn memorial.

GREAT WESTERN INSURANCE COMPANY.

a. Sworn memorial.

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#### Oneida-Red Gauntlet.

METROPOLITAN INSURANCE COMPANY.

a. Letter of reclamation.

UNION MUTUAL MARINE INSURANCE COMPANY.

For loss paid Thos. S. Hathaway:

a. Sworn memorial; b. Copy of policy of insurance.

WASHINGTON MARINE INSURANCE COMPANY.

a. Letter of E. A. Doolittle, transmitting—b. Sworn memorial.

For loss paid New York Mutual Insurance Company:

a. Sworn memorial; b. Certified copy of policy to New York Mutual Insurance Company, and their receipt and assignment to the Washington Insurance Company; c. Certified copy of master's protest; d. Certified copy of assignment of Thos. S. Hathaway to New York Mutual Insurance Company.

PACIFIC MUTUAL INSURANCE COMPANY.

For loss paid Thos. S. Hathaway:

a. Sworn memorial; b. Insurance policy; c. Affidavit of Francis Hathaway that profits would have been at least thirty thousand dollars; d. Assignment of Thos. S. Hathaway to Pacific Mutual Insurance Company.

PACIFIC MUTUAL MARINE INSURANCE COMPANY, NEW BEDFORD.

For loss paid Wm. B. Carr:

a. Sworn memorial; b. Copy of policy of insurance.

NEPTUNE INSURANCE COMPANY, NEW YORK.

a. Letter of Charles Albert, transmitting—b. Printed copy of charter;
c. Sworn memorial;
d. Certified copy of order of supreme court appointing Jeremiah P. Tappan receiver.

For loss paid Thos. S. Hathaway:

a. Certified copy of policy of insurance; b. Certified copy of three invoices; c. Certified copy of receipt in full of T. S. Hathaway for amount of insurance; d. Certified copy of assignment of claims.

#### RED GAUNTLET.

Ship Red Gauntlet of Boston; of 1,038 tons burden. A. H. Lucas, master. Francis Boyd, of Boston, owners. Sailed from Boston, May 22, 1863, laden with general cargo for Hong Kong, China, a portion of the cargo belonging to the said Francis Boyd, and the remaining capacity of the ship, after reserving room for coal for ballast, was chartered to Everett & Co., of Boston, for the outward voyage for \$12,000 in Mexican dollars. On June 14, 1863, in about latitude 8° 30′ north, longitude 34° 40′ west, was captured by the Florida. The cargo was plundered from day to day until June 26, 1863, when the ship and remainder of the cargo were burned, in longitude 47°, latitude 29°, or thereabout.

Total claims filed, \$137,775 94.

#### Claims.

#### Red Gauntlet.

Loss on cargo, (above insurance received)  Damage from breaking up voyage	\$6,022 48 25,000 00
	56, 062 03
AUGUSTUS HENRY LUCAS, (MASTER.) Expenses and loss of personal effects	\$4,069 91
RICHARD F. DODGE, (FIRST OFFICER.)  Loss of time and personal effects	\$989 00
ALLIANCE INSURANCE COMPANY, BOSTON. Insurers on vessel for Francis Boyd	\$10,000 00
CHINA MUTUAL INSURANCE COMPANY, BOSTON. Insurers on cargo for H. P. Sturgis & Co Insurers on cargo for J. M. Forbes & Co., Boston	\$3,220 00 300 00
	3,520 00
NEPTUNE INSURANCE COMPANY, BOSTON. Insurers on cargo for John D. Weld	
MERCANTILE INSURANCE COMPANY, NEW YORK. Insurers on cargo for Thomas Richardson & Co	\$7,500 00
NATIONAL INSURANCE COMPANY, BOSTON. Insurers on property for C. H. Parker	\$260 00
GREAT WESTERN INSURANCE COMPANY, NEW YORK.  Insurers on freight and cargo for Thos. Richardson & Co	\$11,000 00
ATLANTIC MUTUAL INSURANCE COMPANY, NEW YORK. Insurers on cargo for T. B. Everett Insurers on cargo for H. P. Blanchard	\$4,200 00 1,000 00
	5, 200 00
SUN MUTUAL INSURANCE COMPANY, NEW YORK. Insurers on cargo for Everett & Co	<b>\$9,000 00</b>
WASHINGTON INSURANCE COMPANY, BOSTON. Insurers on vessel for Francis Boyd, (Thos. Richardson & Co.)	\$10,000 00
MANUFACTURERS' INSURANCE COMPANY, BOSTON. Insurers on vessel for Francis Boyd	\$20,000 00
List of papers.	
FRANCIS BOYD, (OWNER.)  a. His two letters of inquiry; b. His letter, inclosing— of a portion of the crew; d. His letter, inclosing— copy of master's note of protest, (in duplicate;) f. Master protest; g. His letter, inclosing—h. Sworn memoria ment of claim; j. Certified copy of affidavit of crew,	e. Certified r's extended l; i. State-

#### Red Gauntlet.

above;) k. Certified copy of master's protest, (original f. above;) l. Certificate of appraised value of vessel by Richard Baker, F. Peabody, and Samuel C. Cobb; m. Certified copy of affidavit of master as to armament of vessel and the plunder of her cargo; n. Letter of Francis Boyd to Everett & Co.; o. Letter of Everett & Co. to F. Boyd, showing loss to owners by destruction of vessel; p. Copy of charter-party; q. Two letters of Francis Boyd to Everett & Co.; r. Two bills of lading; s. Copies of two invoices; t. Two letters to Secretary of State; u. Letter, inclosing-v. Amended statement of his claim, above amount of insurance received.

AUGUSTUS HENRY LUCAS, (MASTER.)

a. Sworn memorial.

RICHARD F. DODGE, (FIRST OFFICER.)

a. Letter of Francis Boyd, inclosing-b. Sworn statement of claim: c. Certificate of Francis Boyd that R. F. Dodge was first officer.

ALLIANCE INSURANCE COMPANY, BOSTON.

For loss paid Francis Boyd:

a. Sworn memorial; b. Certified copy of his receipt and assignment of claim; c. Certified copy of written portion of insurance policy.

CHINA MUTUAL INSURANCE COMPANY, BOSTON.

· For loss paid H. P. Sturgis & Co.:

a. Sworn memorial; b. Original policy of insurance and receipt in full; c. Certified copy of invoice; d. Certified copy of bill of lading.

For loss paid J. M. Forbes & Co.:

a. Sworn memorial; b. Original policy of insurance and indorsed receipt of insurance for full amount; c. Certified copy of invoice; d. Certified copy of bill of lading.

NEPTUNE INSURANCE COMPANY, BOSTON. For loss paid John D. Weld:

a. Sworn memorial; b. Certified copy of invoice; c. Certified copy of policy of insurance and copy of J. D. Weld's indorsed receipt in full; d. Certified copy of bill of lading.

MERCANTILE INSURANCE COMPANY, NEW YORK.

a. Sworn general memorial.

For loss paid Thomas Richardson & Co.:

a. Policy of insurance.

NATIONAL INSURANCE COMPANY, BOSTON.

For loss paid C. H. Parker:

a. Memorial; b. Certified copy and copy of assignment of claim of insurance policy.

GREAT WESTERN INSURANCE COMPANY, NEW YORK.

a. General memorial.

ATLANTIC MUTUAL INSURANCE COMPANY, NEW YORK.

a. Memorial; b. Letter of president, transmitting papers; c. Certified copy of seamen's protest.

For loss paid T. B. Everett:

a. Bill of lading; b. His assignment of claim.

For loss paid H. P. Blanchard:

a. Two bills of lading; b. His assignment of claim.

# Red Gauntlet-Rienzie-Southern Cross.

SUN MUTUAL INSURANCE COMPANY, NEW YORK.

a. Joint memorial with Atlantic Insurance Company; b. Certified copy of seamen's protest.

For loss paid Everett & Co:

a. Two bills of lading; b. Their assignment of claim.

WASHINGTON INSURANCE COMPANY, BOSTON.

For loss paid Thomas Boyd, (Thomas Richardson & Co.)

a. Letter of F. Boyd, inclosing—b. Copies of two policies of insurance.

MANUFACTURERS' INSURANCE COMPANY, BOSTON.

For loss paid Francis Boyd, (Thomas Richardson & Co.)

a. Letter of F. Boyd, inclosing—b. Copy of insurance policy.

#### RIENZIE.

Schooner Rienzie of Provincetown. Joshua E. Bowly and Gideon Bowly owners of  $\frac{6}{8}$  and agents. Sailed from Provincetown June 1, 1863, on a whaling voyage. On the 8th day of July, 1863, about seventy miles southwest of Martha's Vineyard, was captured by the Florida. Total claims filed, \$8,487.

### Claims.

JOSHUE E. AND GIDEON BOWLY, (PART OWNERS AND AGENT Loss of vessel	3, 200	00
	8, 487	00

# List of papers.

JOSHUE E. AND GIDEON BOWLY, (AGENTS.)

a. Sworn statement of loss.

### SOUTHERN CROSS.

Ship Southern Cross of Boston; of  $938\frac{48}{05}$  tons burden. Benjamin P. Howes, master. Ezra H. Baker,  $\frac{5}{12}$ ; Benjamin K. Hough,  $\frac{4}{12}$ ; Charles J. Morrill,  $\frac{3}{12}$ , owners. Sailed March 21, 1863, from Belia Vista, Mazatlan, in the Gulf of California, laden with cargo of Brazil wood, bound for New York. On 6th June, in latitude 10 5' south, and longitude 37° 45' west, was captured and burned by the Florida.

Total claims filed, \$65,000.

#### Claims.

NEW ENGLAND MUTUAL MARINE INSURANCE COMPANY, BOSTON. 

CHINA MUTUAL INSURANCE COMPANY, BOSTON. Insurers on vessel for Baker & Morrill...... \$15,000 00

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#### Southern Cross-Star of Peace.

COLUMBIAN INSURANCE COMPANY, NEW YORK. Insurers on freight for Baker & Morrill Insurers on vessel for New England Mutual Insurance	<b>\$</b> 10, 000	00
Company	5,000	00
	15,000	00
METROPOLITAN INSURANCE COMPANY, NEW YORK. Insurers on vessel for New England Mutual Insurance		
Company	<b>\$</b> 5,000	<b>00</b>
List of papers.		

NEW ENGLAND MUTUAL MARINE INSURANCE COMPANY.

a. Sworn memorial; b. Certified copy of master's protest; c. Copy of master's supplemental declaration and protest; d. Copy of affidavit of cook and steward; c. Copy of open policy to Baker & Morrill; f. Copy of two receipts of Baker & Morrill, for \$15,000 each.

CHINA MUTUAL INSURANCE COMPANY.

a. Sworn memorial; b. Original policy of insurance, attested; c. Certified copy of register; d. Certified copy of master's protest. COLUMBIAN INSURANCE COMPANY.

General papers:

a. Letter of Townsend Scudder, inclosing—b. Sworn memorial of receiver; c. Copy of affidavit of cook and steward; d. Certified copy of register.

For loss paid Baker & Morrill:

a. Insurance policy; b. Assignment of claim to Metropolitan Insurance Company; c. Letter of reclamation.

For loss paid New England Mutual Insurance Company:

a. Insurance policy; b. Letter of reclamation.

#### STAR OF PEACE.

Ship Star of Peace of Boston; of  $941\frac{30}{9}\frac{6}{5}$  tons burden. Francis M. Hinkley, master. Charles Hill and Charles Q. Hill, of Boston, each  $\frac{5}{16}$ ; John Currier, jr., of Newburyport, Massachusetts,  $\frac{2}{16}$ ; and William Lambert, of Portsmouth, New Hampshire,  $\frac{4}{16}$ , owners. Sailed from Calcutta on the 8th December, 1862, laden with a general cargo, for Boston. On the 6th of March ensuing, in latitude  $15^{\circ}$  north, longitude  $54^{\circ}$  west, was captured and burned by the Florida. The crew were allowed to retain a small part of their clothing. The nautical instruments and a portion of the coal and provisions were seized and transferred to the Florida previous to the burning.

Total claims filed, \$480, 984 60.

#### Claims.

OWNERS.		
Loss of vessel	\$56,500	00
Loss of freight money	27, 384	00
======================================	,	

83,884 00

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E. J. DU PONT, DE NEMOURS & CO. Loss on cargo above insurance	<b>\$22,000</b>	
UNION MUTUAL INSURANCE COMPANY, NEW YORK. Insurers on cargo for B. H. Silsbee	<b>\$</b> 8,652	
Company	3, 815	00
Re-insurers on cargo for New York Mutual Insurance Company	3, 815	00
	16, 282	
COMMERCIAL MUTUAL INSURANCE COMPANY, NEW YORK. Insurers on cargo for Curtis & Peabody Re-insurers on cargo for Orient Mutual Insurance	<b>\$10,000</b>	00
Company, New York	3,815	
	13, 815	00
ATLANTIC MUTUAL INSURANCE COMPANY, NEW YORK. Insurers on cargo for—		_
J. S. Farlow & Co	<b>\$</b> 2,000	00
Hiram Hutchinson	13, 500	00
Young & Emmons	14,000	00
J. G. Weld & W. H. Goodwin.	8, 212	00
T. Salter Tredick	6, 368	00
Dane Dana & Co	31, 461	00
Geo. M. Barnard	21, 456	00
Wm. C. Codman	12, 952	00
	109, 949	00
NEW ENGLAND MUTUAL MARINE INSURANCE COMPANY, BOS	TON.	
Insurers on cargo for J. S. Farlow & Co	<b>\$</b> 2,500	
Company	10,000	
	12,500	00
BOYLSTON FIRE AND MARINE INSURANCE COMPANY, BOSTON		
Insurers on cargo for Curtis & Peabody	\$11, 408 100	00 00
Re-insurers on cargo for Manufacturers' Insurance Company	10,000	00
	21, 508	00
COLUMBIAN INSURANCE COMPANY, NEW YORK. Insurers on freight and vessel for Charles Q. Hill	<b>\$10,000</b>	00
MANUFACTURERS' INSURANCE COMPANY, BOSTON. Insurers on cargo for Curtis and Peabody	<b>\$</b> 50, 949	00
CHINA MUTUAL INSURANCE COMPANY, BOSTON.		
Insurers on cargo for Dane Dana & Co	\$33,000 10,000	
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FRANKLIN INSURANCE COMPANY, BOSTON. Insurers on freight for Charles Hill	<b>\$</b> 5, 000, 00
NATIONAL INSURANCE COMPANY, BOSTON. Insurers on ship and freight for Charles Q. Hill	\$10,000 60
GREAT WESTERN INSURANCE COMPANY, NEW YORK, Insurers on profits for Curtis & Peabody	\$10,000 OC
WASHINGTON INSURANCE COMPANY, BOSTON. Insurers on ship for Charles Hill	\$6,000 00 8,000 00
	14,000 00
NEW YORK MUTUAL INSURANCE COMPANY, NEW YORK. Insurers on cargo for E. Pavensted & Co	<b>\$11, 445 0</b> 0
PACIFIC MUTUAL INSURANCE COMPANY, NEW YORK. Insurers on cargo for E. J. Du Pont, de Nemours & Co.	5,000 00
SUN MUTUAL INSURANCE COMPANY, NEW YORK. Insurers on cargo for Curtis and Peabody	<b>\$</b> 8,000 00
Insurers on cargo for E. J. Du Pont, de Nemours & Co. Insurers on cargo for B. H. Silsbee	15,000 00 8,652 00
Re-insurers on cargo for Manufacturers' Insurance Co.	\$41,652 00
That of many	

### List of papers.

CHAS. UILL AND OTHERS. (OWNERS.) CHAS. HILL AND CHAS. Q. HILL, (REPRESENTATIVES.)

a. Sworn memorial of representatives; b. Marine inspector's certificate as to value of ship; c. Certified copy of protest, signed by master and mates; d. Certified copy of register.

E. J. DUPONT, DE NEMOURS & CO., WILMINGTON, DELAWARE; FURMAN L. KNEELAND, (AGENT.)

a. Letter from attorney, transmitting—b. Memorial of agent, veri-

a. Letter from attorney, transmitting—b. Memorial of agent, verified by his affidavit; c. Bill of lading; d. Certified invoice; e. Certificate of notary's official capacity.

UNION MUTUAL INSURANCE COMPANY, NEW YORK.

General papers:

a. Letter transmitting—b. Memorial verified by affidavit; c. Printed copy of company's charter.

For loss paid B: H. Silsbee:

a. Copy of policy, certified and attested; b. Certified copy of affidavit of assured as to amount of his insurance in various companies;
c. Certified copy of assignment of claim;
d. Two certified copies of invoices;
e. Two certified copies receipts for payment of insurance.

For loss paid Orient Mutual Insurance Company, New York:

a. Receipt for payment of insurance.

(The memorial of the Commercial Mutual Insurance Company, of September 6, 1864, contains additional evidence in this claim.)

For loss paid New York Mutual Insurance Company:

a. Certified copy of policy of insurance; b. Receipt for payment of insurance.

COMMERCIAL MUTUAL INSURANCE COMPANY, NEW YORK.

General papers:

a. Letter of Daniel Drake Smith, president, transmitting—b. General sworn memorial; c. (Certified copy of protest of ship's officers filed with papers for loss paid Curtis & Peabody, below.)

For loss paid Curtis & Peabody:

a. Special memorial; b. Protest of ship's officers, certified copy;
c. Two bills of lading, certified copies; d. Seven invoices, certified copies;
e. Memorandum statement of value of goods by Curtis & Peabody;
f. Affidavit of sole insurance;
g. Assignment of claim;
h. Policy of insurance, certified copy.

For loss paid Orient Mutual Insurance Company, on cargo:

a. Second special memorial;
 b. Copy of protest of ship's officers;
 c. Two bills of lading, certified copies;
 d. Two invoices, certified copies;
 e. Assignment of claim.

ATLANTIC MUTUAL INSURANCE COMPANY, NEW YORK.

General papers:

a. Letter of J. D. Jones, president, transmitting—b. Statement of facts and claims by T. Scudder, attorney, verified by affidavit of J. H. Chapman, secretary; c. Certified copy protest of master and mates.

For loss paid J. S. Farlow & Co.:

a. Bill of lading; b. Assignment of claim.

For loss paid Hiram Hutchinson:

a. Bill of lading; b. Assignment of claim.

For loss paid Young & Emmons:

a. Bill of lading; b. Assignment of claim.

For loss paid J. G. Weld and W. H. Goodwin: a. Bill of lading; b. Assignment of claim.

For loss paid T. Salter Tredick:

a. Bill of lading; b. Assignment of claim.

For loss paid Dane Dana & Co.:

a. Bill of lading; b. Assignment of claim.

For loss paid George M. Barnard:

a. Three bills of lading; b. Two assignments of claims.

For loss paid William C. Codman:

a. One bill of lading; b. Two assignments of claims.

NEW ENGLAND MUTUAL MARINE INSURANCE COMPANY, BOSTON.

General papers:

a. Sworn memorial by George C. Lord, president;
 b. Two certified copies protest of ship's officers.

For loss paid J. S. Farlow & Co.:

a. Certified copy of policy;
 b. Two copies receipts for payment of insurance, each for full amount.

For loss paid China Mutual Insurance Company:

a. Certified copy of policy; b. Two receipts, (one certified,) each for payment of insurance in full.

BOYLSTON FIRE AND MARINE INSURANCE COMPANY, BOSTON.

For loss paid Curtis & Peabody:

a. Sworn memorial by Joseph W. Balch, president; b. Certified copy of policy; c. Certified copy of receipt for payment of insurance.

For loss paid Robert Williams & Son:

a. Sworn memorial by president; b. Certified copy of policy; c. Certified copy of receipt for payment of insurance.

For loss paid Manufacturers' Insurance Company—re-insurance:

- a. Sworn memorial by president; b. Certified copy of policy; c. Certified copy of receipt for payment of insurance.
- COLUMBIAN INSURANCE COMPANY, NEW YORK.

General papers:

a. Sworn memorial of George A. Osgood & Cyrus Curtis, receivers; b. Abstract of protest by ship's officers; c. Certified copy of register.

For loss paid Charles Q. Hill:

- a. Notification of claim; b. Policy of insurance; c. Assignment of claim; d. Affidavit of sole insurance; e. Memorandum of assured's claim against company for loss; f. Two memorandums by insurance company.
- MANUFACTURERS' INSURANCE COMPANY, BOSTON.

For loss paid Curtis & Peabody:

- a. Sworn memorial by Samuel Gould, president; b. Certified copy of policy; c. Certified copy of assignment; d. Certified copies of three bills of lading; c. Certified copies of seven invoices.
- CHINA MUTUAL INSURANCE COMPANY, BOSTON. For loss paid Dane Dana & Co.:

a. Sworn memorial by Francis Bacon, president; b. Original policy; c. Two certified copies of invoice; d. Certified copy of bill of lading.

For loss paid William Perkins & Co.:

a. Second sworn memorial of president; b. Original policy.

FRANKLIN INSURANCE COMPANY, BOSTON.

For loss paid Charles Hill:

- a. Sworn memorial by William M. Byrnes, president; b. Original policy of insurance; c. Assignment of claim.
- NATIONAL INSURANCE COMPANY, BOSTON.

For loss paid Charles Q. Hill:

- a. Memorial by Aaron H. Bean, president; b. Certified copy of policy indorsed with—c. Copy of assignment of claim.
- GREAT WESTERN INSURANCE COMPANY, NEW YORK. General papers:
  - a. Sworn memorial by Richard Lathers, president.
- WASHINGTON INSURANCE COMPANY, BOSTON.

General papers:

a. Sworn memorial of Isaac Sweetser, president.

For loss paid Charles Hill:

a. Certified copy of policy indorsed with—b. Copy of assignment of

For loss paid B. H. Silsbee:

- a. Certified copy of policy indorsed with—b. Copy of receipt; c. Copy of affidavit of sole insurance.
- NEW YORK MUTUAL INSURANCE COMPANY, NEW YORK. General papers:

a. Memorial by John H. Lyell, president.

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#### Star of Peace-William B. Nash.

For loss paid E. Pavensted & Co.:

a. Certified copy of assignment; b. Two certified copies of invoices:

c. Two certified copies of bills of lading.

PACIFIC MUTUAL INSURANCE COMPANY, NEW YORK. For loss paid E. J. Du Pont, de Nemours & Co.:

- a. Sworn memorial by Alfred Edwards, president; b. Assignment of claim; c. Affidavit of sole insurance; d. Bill of lading; e. Copy of invoice.
- SUN MUTUAL INSURANCE COMPANY, NEW YORK. General papers:

a. Sworn memorial by Moses II. Grinnell, president.

# WILLIAM B. NASH.

Ship William B. Nash of Cherryfield; of 299 tons burden. Temple C. Coffin, master. Sailed on July 3, 1863, from New York, for Marseilles. On July 8, 1863, was captured and burned by the Florida. **Total** claims filed, \$60, 349 75.

#### Claims.

MANUFACTURERS' INSURANCE COMPANY, BOSTON. Insurers on cargo for N. Reggio & Co	<b>\$25,000</b>	00
SUN MUTUAL INSURANCE COMPANY, NEW YORK. Insurers on vessel for Moore & Henry	\$2,000	00
METROPOLITAN INSURANCE COMPANY, NEW YORK. Insurers on cargo for N. Reggio & Co	\$8,849	75
COLUMBIAN INSURANCE COMPANY, NEW YORK. Insurers on cargo for N. Reggio & Co., (gold) Insurers on cargo for Manufacturers' Insurance Com-	\$4,000	00
pany	10,000	00
Insurers on vessel for Moore & Henry	1,500 5,000	
	20, 500	00
GREAT WESTERN INSURANCE COMPANY, NEW YORK. Insurers on cargo for N. Reggio & Co	<b>\$4,000</b>	00
T 1 A		

# List of papers.

MANUFACTURERS' INSURANCE COMPANY, BOSTON.

For loss paid N. Reggio & Co.:

a. Sworn memorial; b. Certified copy of policy of insurance; c. Certified copy of marine protest; d. Certified copy of bill of lading; e. Invoice; f. Certified copy of manifest; g. Certified copy of clearance; h. Certificate that Nicholas Reggio is a naturalized citizen of the United States; i. Copy of assignment of claim.

SUN MUTUAL INSURANCE COMPANY, NEW YORK.

For loss paid Moore & Henry:

Sworn memorial.

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#### William B. Nash-William C. Clark-Windward.

METROPOLITAN INSURANCE COMPANY, NEW YORK. Notification for loss paid N. Reggio & Co.

COLUMBIAN INSURANCE COMPANY, NEW YORK.

General papers:

For loss paid N. Reggio & Co.:

Sworn memorial. a. Policy of insurance; b. Affidavit; c. Copy of invoice; d. Bill of lading; e. Certified assignment of claim.

For loss paid Manufacturers' Insurance Company:

a. Policy of insurance; b. Copy of enrollment; c. Letter from president of Manufacturers' Insurance Company, acknowledging virtual assignment of claim.

For loss paid Moore & Henry:

a. Certified copy of policy of insurance;
b. Assignment of claim;
c. Affidavit of sale, before loss, to Badger.

For loss paid A. H. Badger & Co.:

a. Policy of insurance; b. Assignment of claim.

GREAT WESTERN INSURANCE COMPANY, NEW YORK. For loss paid N. Reggio & Co.:

Sworn memorial.

# WILLIAM C. CLARK.

Brig. Wm. C. Clark of Boston; of about 338 tons burden. Benjamin R. Redman, master. (Ownership not stated.) Sailed from Machias on the 3d of June 1864, bound for Matanzas, laden with lumber. On the 17th of June following, when in latitude 30° 5', longitude 63° 40' west. was captured and burned by the Florida.

Total claim filed, \$5,000.

Claim.

NEW ENGLAND MUTUAL INSURANCE COMPANY, BOSTON. Insurers on vessel for Pendleton & Rose.....

**\$5,000 00** 

# List of papers.

NEW ENGLAND MUTUAL INSURANCE COMPANY, BOSTON.

Loss paid Pendleton & Rose:

a. Sworn memorial of Geo. C. Lord, president; b. Certified copy of marine protest of officers; c. Open policy of insurance; d. Copy of receipt for payment of insurance; e. Certified copy of marine extended protest of master.

# WINDWARD.

Brig Windward of New York; — tons burden. Richard Roberts, master. (Ownership not stated.) Sailed from Matanzas on 22d January, 1863, bound for Portland, laden with cargo of molasses. On the same day was captured by the Florida.

Total claim filed, \$3,953.

Claim.

ATLANTIC MUTUAL INSURANCE COMPANY, NEW YORK.

Insurers on cargo for E. Churchill & Co.....

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# Windward—Zelinda—Mary Alvina.

# List of papers.

General papers:

a. Letter from J. D. Jones, president, transmitting—b. Memorial by T. Scudder, attorney, verified by affidavit of J. H. Chapman, secretary.

For loss paid E. Churchill & Co.:

a. Certified copy of marine protest of officers; b. Bill of lading; c. Open policy of insurance; d. Assignment of claim.

#### ZELINDA.

Bark Zelinda of Eastport, Maine,; of about 559\$3 tons burden. Benj. B. Shackford, master. C. S. Huston, \$3; J. H. McLarren, \$3; Chas. B. Paine and Edward S. Paine, \$4; S. B. Hume and C. W. Hume, \$4; Robert Mower, jr., \$4, of Maine; H. P. Willis, \$4, of New York, owners. Sailed from New Orleans on or about the 14th of June, 1864, in ballast, bound for Philadelphia. On the 10th of July following, when forty miles south of Cape Henlopen, was captured and burned by the Florida.

Total claim filed, \$36,000.

### Claim.

OWNERS.

Loss of vessel ...... \$36,000 00

# List of papers.

#### OWNERS.

a. Letter from J. P. Townsend & Co., transmitting—b. Sworn memorial; c. Certified copy of register; d. Certified copy of special power of attorney; e. Certified copy of marine protest of master; f. Certified copy of marine inspector's certificate as to value of vessel.

# BY THE CLARENCE, A TENDER TO THE FLORIDA.

## MARY ALVINA.

Brig Mary Alvina; 260 tons burden. P. K. Frohock, master. Henry K. Winchester, George B. Talbot, and Thomas Frohock, owners. Sailed June 1, 1863, from Boston for New Orleans, with cargo of commissary stores. On June 9, 1863, in latitude 34° 25′ north, longitude 74° 25′ west, was captured and burned by the Clarence.

Total claims filed, 14,520.

#### Claims.

OWNERS.		
Loss of vessel	<b>\$11,000</b>	00
Freight money		

### Mary Alvina-Ada-Byzantium.

P. K. FROHOCK, (MASTER.)

Loss of nautical instruments, charts, books, &c.....

**\$**304 00

# List of papers.

HENRY K. WINCHESTER, AGENT FOR AND IN BEHALF OF HIMSELF AND GEORGE B. TALBOT AND THOMAS FROHOCK, (OWNERS.)

a. Sworn memorial of Henry K. Winchester; b. Certified copy of

a. Sworn memorial of Henry K. Winchester; b. Certified copy of custom-house certificate of enrollment; c. Certified copy of marine protest of P. K. Frohock, master; d. Certified copy of affidavit of marine inspector as to value of vessel; e. Certified copy of bill of lading.

# BY THE TACONY, A TENDER TO THE FLORIDA.

## ADA.

Total claims filed, \$5,300.

#### Claims.

OWNERS.

Loss of vessel and outfit	<b>\$4,700 00</b>
Loss of time by master and crew	600 00

5,300 00

# List of papers.

OWNERS.

a. Letter from Benj. F. Butler, transmitting—b. Statement of facts and claim by James Tobin, master and half owner.

# BYZANTIUM.

Ship Byzantium of New York; ——— tons burden. J. H. Robinson, master. While on voyage from London to New York, about the 16th of June, 1863, when near Nantucket, was captured and burned, with her cargo, by the Tacony.

Total claim filed, \$2,548 09.

#### Claim.

MANHATTAN GAS-LIGHT COMPANY, NEW YORK.

Loss on cargo ...... \$2,548 09

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# Byzantium-Elizabeth Ann-Goodspeed-Marengo.

# List of papers.

MANHATTAN GAS-LIGHT COMPANY, NEW YORK.

a. Letter from Charles Abert, presenting—b. Sworn memorial of president; c. Copy of certified invoice, containing copy of consular certificate and affidavit of agent of consignors; d. Copy of bill of lading.

## ELIZABETH ANN.

Schooner Elizabeth Ann of Gloucester; of 91 tons burden. Augustine C. Thomas, master. Fitz E. Riggs and Nathaniel Riggs, owners. Sailed 18th June, 1863, from Gloucester for Chatham. On 22d June, 1863, was captured and burned by the Tacony.

Total claims filed, \$8,100.

#### Claims.

FITZ E. RIGGS AND NATHANIEL RIGGS, (OWNERS.)  Loss on vessel	\$6,000 00 700 00 1,400 00
	8, 100 00

# List of papers.

FITZ E. RIGGS AND NATHANIEL RIGGS, (OWNERS.)

a. Letter from F. E. Riggs & Bro., presenting—b. Certified copy of marine protest of master; c. Estimate of value of vessel, stores, cargo, &c.

### GOODSPEED.

Bark Goodspeed. Sailed from New York for Londonderry on or about the 3d June, 1863; was captured and destroyed, with cargo, by the Tacony.

Total claim filed, \$1,293 30.

### Claim.

B. E. CLARK & CO., NEW YORK.

Loss on cargo ..... \$1, 293 30

## List of papers.

B. E. CLARK & CO., NEW YORK.

a. Letter from Joseph O. Brown, presenting—b. Sworn petition of William B. Asten.

# MARENGO.

Schooner Marengo of Gloucester, Massachusetts; of about 82 tons burden. William Henderson, master. George Steele, jr., and Benjamin Corliss, owners. Sailed from the port of Gloucester on a fishing yoyage

# Marengo-Rufus Choate-Umpire.

June 15, 1863. On June 22, 1863, twenty-five miles east-southeast from Sankaty Lights, was captured and burned by Tacony, with cargo and outfit.

Total claims filed, \$7,296.

#### Claims.

OWNERS. For loss of vessel	<b>\$4.</b> 500 (	00
For loss of catch on board		
For loss of stores and outfits		00
Damage for balance of fishing season	1,500	00
C C		

# List of papers.

GEORGE STEELE, JR., AND BENJAMIN CORLISS, OWNERS.

a. Letter of Benjamin F. Butler, presenting—b. Letter of George Steele; c. Protest of master and mariners; d. Certificate of James Davis, notary public; e. Estimate of loss of George Steele, jr., and Benjamin Corliss, owners.

#### RUFUS CHOATE.

Schooner Rufus Choate of Gloucester; of about 90 tons burden. James Smith, master. Charles C. Pettingell and Sylvester Cunningham, and said master, owners. Sailed on the 19th of June, 1863, from Gloucester, on a fishing voyage, to Chatham Light. On the 22d of June following was captured and burned by the Tacony.

Total claims filed, \$8,325.

#### Claims.

Loss on vessel	<b>A</b> C 000 00
Loss on vessel	#0,000 00
Loss on stores and cargo on board	825 00
Damage to owners for balance of fishing season	1,500 00

8, 325 00

7, 296 00

# List of papers.

CHARLES C. PETTINGELL, SYLVESTER CUNNINGHAM, AND JAMES SMITH, OWNERS.

a. Letter from Pettingell and Cunningham, presenting—b. Claim for loss of Rufus Choate, stores and cargo; c. Certified copy of marine protest.

#### UMPIRE.

Brig Umpire of Boston; of 293 tons burden or thereabouts. Jesse Perry, master. John S. Emery, Hiram A. Emery, George Hinman, John S. Mosely, James Gammans, jr., Henry Wing, Calvin Berry, E. W. Hig-

# Umpire-Wanderer.

gins, and John West, owners. Sailed about the 3d of June, 1863, from Sagua la Grande for the port of Boston; on June 14, 1863, in or near latitude 37° 30′, longitude 69° 54′, was captured and burned by the Tacony.

Total claims filed, \$8,450.

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OWNERS. Loss on vessel Loss on freight-money Loss on stores	2,200 00
	8, 300 00
JESSE PERRY, (MASTER.) Loss of personal effects	<b>\$150 00</b>

# List of papers.

#### OWNERS.

a. Sworn memorial of John S. Emery; b. Certified copy of power of attorney to John S. Emery to act in behalf of owners; c. Certified copy of the register; d. Certified copy of marine protest of master; e. Certified copy of affidavit of Richard Baker as to value of vessel.

# WANDERER.

Schooner Wanderer of Gloucester, Massachusetts; of about 94 tons burden. Charles H. Peace, master. Messrs. John Perkins & Co. and said master, owners. Sailed June 10, 1863, from the port of Gloucester, bound on a fishing voyage; on the 23d same month, while on home voyage, was captured and burned by the Tacony.

Total claims filed, \$7,839.

# Claims.

OWNERS.  Loss of schooner, stores, and cargo  Damage for balance of fishing season	\$6,439 00 1,400 00
	7,839 00

# List of papers.

#### OWNERS.

a. Letter from John Perkins & Co., presenting—b. Certified copy of marine protest of master; c. Statement of loss and amount of claim.

# BY THE GEORGIA.

# BOLD HUNTER.

Ship Bold Hunter of Boston; of  $979_{95}^{6}$  tons burden. Rowland H. Crosby, master. Owned by Paul Sears, Boston,  $\frac{4}{16}$ ; Reuben Hopkins,  $\frac{4}{16}$ ; Rowland H. Crosby,  $\frac{2}{16}$ ; James Smith,  $\frac{2}{16}$ , Solomon Taylor,  $\frac{1}{16}$ ; Alexander C. Childs,  $\frac{2}{16}$ ; Wm. N. Batson,  $\frac{1}{16}$ , New Orleans; September 10, 1863, sailed on a voyage from Dundee for Calcutta, laden with coals; October 9, 1863, was burned by the Georgia, in latitude 19° north, longitude 20° 35′ west.

Total claims filed, \$76,625.

#### Claims.

PAUL SEARS, BOSTON, (OWNER.) 45, REPRESENTING FOR HI OTHER OWNERS 15 INTEREST. Loss of their entire interest in vessel and stores	#50, 625	AND 5 00
COLUMBIAN INSURANCE COMPANY, NEW YORK. Insurers on vessel for Paul Sears	<b>\$</b> 16, 000	) 00
SUN MUTUAL INSURANCE COMPANY, NEW YORK. Insurers on vessel for Alexander C. Childs Insurers on freight for Alexander C. Childs	\$3,000 4,000	) 00 ) 00
	7,000	00
WASHINGTON INSURANCE COMPANY, BOSTON. Insurers on vessel for John A. Pratt, attorney for Grace Batson	\$3,000	) 00

# List of papers.

PAUL SEARS, BOSTON.

a. Letter transmitting documents in support of claim; b. Sworn statement by Paul Sears, relative to facts and amount of claim; c. Certified copy of power of attorney; d. Certified copy of letters of administratrix issued to Rebecca A. Smith; c. Certified copy of sworn protest before Consul Dabney by captain and others; f. Certificate of E. Davis, marine inspector, as to value of ship; g. Certified copy of register.

#### COLUMBIAN INSURANCE COMPANY, NEW YORK.

For loss paid Paul Sears:

a. Letter transmitting claim; b. Sworn statement by George A. Osgood in behalf of receivers, relative to loss of company as insurers; c. Certified copy of marine protest of captain and others of crew; e. Certified copy of register; f. Certified copy of insurance policy; g. Secretary's letter making reclamation as insurers and assignees.

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#### **Bold Hunter-Constitution.**

SUN MUTUAL INSURANCE COMPANY, NEW YORK.

For loss paid Alex. C. Childs:

a. President's sworn memorial relating to capture, and amount of claim.

WASHINGTON INSURANCE COMPANY.

For loss paid John A. Paine, attorney for Grace Batson:

a. President's affidavit relating to capture, and amount of claim; b. Certified copy of policy of insurance payable to John A. Paine, attorney; c. Certified copy of attorney's receipt in full for amount of insurance, and assignment of claim; d. Certified copy of marine protest of captain and others of crew.

### CONSTITUTION.

Ship Constitution of New York; registered 997  $\frac{8}{0.5}$  tons burden; Joseph Webster, master. Owned by Joseph Welsford. Sailed April 27, 1863, on a voyage from Philadelphia to Shanghai, laden with general cargo, and on June 26, 1863, while in latitude 20° 31′ south, longitude 29° 16′ west, was captured by the Georgia, despoiled of cargo, and afterward burned. Total claims filed, \$50,000.

#### Claims.

MERCANTILE MUTUAL INSURANCE COMPANY, NEW YORK. Insurers on vessel for Joseph Welsford	<b>\$7,500 00</b>
WASHINGTON MARINE INSURANCE COMPANY, NEW YORK. Insurers on vessel for Joseph Welsford	<b>\$5,000 00</b>
GREAT WESTERN INSURANCE COMPANY, NEW YORK. Loss paid Napier & Welsford: Insurers on vessel, $\frac{1}{10}$ interest Insurers on freight, $\frac{1}{4}$ interest	\$5,000 00 5,000 00
COLUMBIAN INSURANCE COMPANY, NEW YORK. Insurers on vessel for Napier & Welsford Insurers on cargo for Napier & Welsford Insurers on cargo for J. W. Elwell & Co Insurers on chronometers for J. W. Elwell & Co	\$5,000 00 5,000 00 3,000 00 500 00
ATLANTIC MUTUAL INSURANCE COMPANY, NEW YORK. Insurance on cargo for Napier & Welsford	\$5,000 00
ALLIANCE INSURANCE COMPANY, BOSTON. Insurers on cargo for Charles Edward Cook	\$9,000 00

#### Constitution—Dictator.

# List of papers.

MERCANTILE MUTUAL INSURANCE COMPANY, NEW YORK.

For loss paid Jos. Welsford:

a. Letter of vice-president Atlantic Mutual Insurance Company, transmitting—b. Attorney's statement of facts; c. Certified copy of register; d. Certified copy of extended marine protest before Consul Adamson; e. Assignment of claim; f. Jos. Welsford's affidavit relative to sole insurance.

WASHINGTON MARINE INSURANCE COMPANY, NEW YORK.

For loss paid to owners of ship:

a. Attorney's letter, transmitting—b. Vice-president's sworn memorial relating to capture and amount of claim.

GREAT WESTERN INSURANCE COMPANY, NEW YORK.

For loss paid Napier & Welsford:

a. President's sworn memorial relating to capture and amount of claim, also giving lists of papers on file at the company's office in support of claim.

COLUMBIAN INSURANCE COMPANY, NEW YORK.

a. Sworn memorial of Cyrus Curtiss on behalf of receivers, relative to capture and amount of claim.

For loss paid Napier & Welsford:

a. Notice of reclamation; b. Policy of insurance on ship; c. Policy of insurance on cargo; d. Certified copy of receipt in full for amount of insurance, and assignment of claim; e. Memorandum of insurance; f. Jos. Welsford's affidavit relating to amount of insurance.

For loss paid J. W. Elwell & Co.:

a. Certified copy of open policy of insurance on merchandise; b. Letter of reclamation for amount paid thereon; c. Policy of insurance on chronometers; d. Letter of reclamation for amount paid thereon; e. Invoice; f. Copy of invoice and insurance thereon; g. Assignment of claim for loss of merchandise; h. Assignment of claim for loss of chronometers; i. J. W. Elwell's affidavit relating to insurance; j. Memorandums of insurance.

ATLANTIC MUTUAL INSURANCE COMPANY, NEW YORK.

For loss paid Napier & Welsford:

a. Vice-president's letter, transmitting—b. Attorney's statement of facts relating to capture and amount of claim; c. Certified copy of register; d. Assignment of claim; e. Certified copy of extended marine protest before Consul Adamson.

ALLIANCE INSURANCE COMPANY, BOSTON.

For loss paid Chas. Edwd. Cook:

a. President's sworn memorial relating to capture and amount of claim; b. Certified copy of policy of insurance; c. Certified copy of C. E. Cook's receipt in full, and assignment of claim to Alliance Insurance Company; d. Certified copy of invoice.

### DICTATOR.

Ship Dictator of New York; of 1,293% tons register. Geo. M. Phillips, master. Owned by Chas. R. Green. Sailed April 6, 1863, on a voyage from Liverpool to Hong-Kong, laden with coals. On April 25,

# Dictator—George Griswold.

1863, when in latitude 25° north, longitude 25° west, was captured by the Georgia, despoiled of part of cargo, and afterward burned with remainder of cargo on board.

Total claims filed, \$126,570.

#### Claims.

CHAS. R. GREEN, OF NEW YORK.  Loss of ship and outfit  Loss of cargo	\$90,390 00 16,180 00
	106, 570 00
CHINA MUTUAL INSURANCE COMPANY, BOSTON. Insurers on vessel for C. R. Green	<b>\$10,000 00</b>
COLUMBIAN INSURANCE COMPANY, NEW YORK. Insurers on vessel for C. R. Green	<b>\$10,000 00</b>

# List of papers.

### C. R. GREEN.

a. Notice of reclamation for loss of ship and cargo; b. Duplicate of same; c. Owner's sworn statement of facts; d. Deputy collector's certificate of ownership; e. Sworn marine protest before Consul Wilson.

CHINA MUTUAL INSURANCE COMPANY.

For loss paid by C. R. Green:

a. President's memorial; b. Policy of insurance and C. R. Green's receipt in full for amount thereof; c. Certified copy of register.

COLUMBIAN INSURANCE COMPANY. For loss paid C. R. Green:

a. Receiver's sworn memorial; b. Notice of reclamation; c. Certified copy of policy of insurance; d. Certified copy of C. R. Green's receipt in full; c. C. R. Green's affidavit relative to insurance and insurers of ship; f. Memorandum of insurance.

#### GEORGE GRISWOLD.

Ship George Griswold of New York; of 1,228 tons burden. Richard Pettingell, master. Nathaniel L. and George Griswold, registered owners. April 29, 1863, sailed on a voyage from Cardiff to Rio de Janeiro; June 8, 1863, captured by the Georgia, about thirty-five miles east of Cape Frio, and bonded.

Total claims filed, \$30,000.

#### Claim.

# List of papers.

#### NATHANIEL G. AND GEORGE GRISWOLD.

a. Letter presenting claim and documents in support thereof; b. George Griswold's affidavit relating to loss sustained by capture and detention of ship; c. Extract of letter from Grinnell Tinker

# George Griswold-Good Hope.

& Morgan, a London firm, to Messrs. Griswold, relative to difficulty in selling ship in consequence of bond given; d. Extract of letter as above, on same subject; e. Letter from deputy collector at New York certifying to indorsement on crew list of George Griswold, made by Captain Maury, of the Georgia; f. Extract from New York Evening Post, giving a history of the Georgia, as stated in a parliamentary debate; g. Certified copy of extended marine protest.

#### GOOD HOPE.

Bark Good Hope of Boston; of  $433\frac{14}{95}$  tons register. Nicholas A. Gordon, master. Owned by Jasigi, Goddard & Co., of Boston. Sailed April 22, 1863, on a voyage from Boston to Port Elizabeth, Cape of Good Hope, laden with general cargo. On June 13, 1863, when in latitude 22° 16′ south, longitude 36° 40′ west, was captured by the Georgia, despoiled of a portion of her cargo, and on the next day burned.

Total claims filed, \$100,781 50.

#### Claims.

JASIGI, GODDARD & CO. Loss of vessel, cargo, and freight money, above insurance	\$49,881	50
ALLIANCE INSURANCE COMPANY, BOSTON. Insurers on vessel for Jasigi, Goddard & Co	<b>\$10,000</b>	00
MANUFACTURERS' INSURANCE COMPANY, BOSTON. Insurers on cargo for Jasigi, Goddard & Co Insurers on freight for Jasigi, Goddard & Co Insurers on personal effects of captain and mate	525	00
	10, 900	00
CHINA MUTUAL INSURANCE COMPANY, BOSTON. Insurers on cargo for Jasigi, Goddard & Co	<b>\$15,000</b>	00
AMERICAN INSURANCE COMPANY, BOSTON. Insurers on cargo for Jasigi, Goddard & Co	<b>\$</b> 15, 000	00
(Owners acknowledge receiving from Equitable Safe	ty Insura	ncé

# List of papers.

Company of \$10,000 insurance on vessel, and \$10,000 on cargo.)

JASIGI, GODDARD & CO.

a. J. Jasigi's sworn memorial of facts and presenting claim; b. Certified copy of J. Jasigi's naturalization papers; c. Certified copy of certificate of register; d. Certified copies of twenty-three invoices; c. Certified copies of extended marine protest; f. Certified copy of manifest; g. Certified copy of clearance; h. Certified copy of sworn statement by marine inspector as to the value of vessel; i. Letter from Jasigi, Goddard & Co., inclosing preliminary statement of loss and amount of claim.

### Good Hope-Harvey Birch.

ALLIANCE INSURANCE COMPANY, BOSTON.

For loss paid Jasigi, Goddard & Co.:

a. President's sworn memorial; b. Policy of insurance; c. Certified copy of receipt in full and assignment of claim to Alliance Insurance Company.

MANUFACTURERS' INSURANCE COMPANY, BOSTON.

For loss paid Jasigi, Goddard & Co.:

a. President's sworn memorial; b. Certified copy of policy of insurance; c. Certified copy of invoice; d. Certified copy of assignment to Manufacturers' Insurance Company; e. Certified copy of policy of insurance on personal effects, payable to Jasigi, Goddard & Co.; f. Certified copies of assignments of Jasigi, Goddard & Co.'s interest in above to Manufacturers' Insurance Company; g. Certified copies of assignments of J. H. Affelhoy, master, interest in above to Manufacturers' Insurance Company.

CHINA MUTUAL INSURANCE COMPANY. For loss paid Jasigi, Goddard & Co.:

a. President's sworn memorial; b. Policy of insurance.

AMERICAN INSURANCE COMPANY, BOSTON. For loss paid Jasigi, Goddard & Co.:

a. President's sworn memorial; b. Certified copy of policy of insurance; c. Certified copy of invoice; d. Duplicate assignment.

# BY THE NASHVILLE.

#### HARVEY BIRCH.

Ship Harvey Birch of New York; of  $1,482_{95}$  tons burden. William Henry Nelson, master. J. H. Brower, owner. Sailed in ballast November 16, 1861, on a voyage from Havre to New York; on 19th November following was captured and burned by the Nashville, in latitude 49° 6′ north, longitude 9° 52′ west. Ship's papers retained by Captain Pegram, of the Nashville.

Total claims filed, \$69, 536 70.

#### Claims.

J. H. BROWN, OF NEW YORK, (OWNER.)  Loss of ship  Loss of barometer, chronometer, stores, &c		
	66, 036	70

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### Harvey Birch-Emily Fisher.

THE MATE AND SHIP'S CARPENTER. Loss of personal effects, &c	\$1,280 00
THE CREW. Loss of personal effects, &c	<b>\$</b> 720 00

# List of papers.

J. H. BROWER.

a. Memorial relating to capture and amount of claim, accompanied by a printed pamphlet; b. Captain Nelson's affidavit relative to the Nashville's crew; c. Captain Nelson's affidavit taken by consulate at London, relative to capture and destruction of vessel; d. Captain Nelson's affidavit relative to capture and amount of loss sustained by owners and crew; c. Memorandum of affidavit by James W. Low, Richard Boillon, and M. P. Delano, relative'to value of vessel at time of her capture, and of the captain, chief officer, and ship's carpenter, relative to their own loss; f. Daniel Gardner, jurist, opinion of the principles of international law in case of ship Harvey Birch.

# BY THE RETRIBUTION.

#### EMILY FISHER.

Brig Emily Fisher. Isaac R. Staples, master. Sailed February 17, 1863, on voyage from St. Jago to New York, laden with sugar; cargo owned by Moses Taylor & Co. On February 19, 1863, captured by Retribution, off Castle Island; taken into Long Cay, Fortune Island, where the cargo was stolen and destroyed.

Total claims filed, \$18, 704 52.

Claims.	
THE UNION MUTUAL INSURANCE COMPANY, NEW YORK. Insurers on cargo for Moses Taylor & Co	<b>\$9, 352 26</b>
MOSES TAYLOR & CO., NEW YORK. Loss on cargo above insurance	<b>\$</b> 9, 352 26

# List of papers.

THE UNION MUTUAL INSURANCE COMPANY, NEW YORK.

a. Letter, inclosing—b. Sworn memorial by president and secretary, relating to loss sustained by company; c. Charter of insurance company; d. Affidavit of Thomas Sampon II. S. detective relative

company; d. Affidavit of Thomas Sampon, U. S. detective, relative to character of the Betribution, and her capture of the Emily Fisher; e. Certified copy of insurance policy; f. Certified copy of

# Emily Fisher-Hanover-Betsey Ames.

insurance company's statement as to loss sustained; g. Certified copy of Moses Taylor & Co.'s receipt for amount of insurance; h. Printed extract from New York Express, relating to capture of Emily Fisher.

MOSES TAYLOR & CO.

a. Letter, inclosing—b. Sworn memorial by Moses Taylor & Co., relating to capture and amount of claim; c. Letter from Moses Taylor & Co., presenting—d. Affidavit of Captain Staples relating to capture of vessel.

#### HANOVER.

Schooner Hanover of Provincetown, Massachusetts. Washington Case, master. Godfrey Rider, part owner. December, 1863, sailed on a voyage from Boston to the island of St. Domingo, laden with merchandise. December 30, 1863, captured by the Retribution near St. Domingo, taken to Fortune Island and sold.

Total claims filed, \$1, 630.

#### Claims.

GODFREY RIDER. Loss as part owner of vessel	\$1,000	00
WASHINGTON CASE, (CAPTAIN.)  Loss of personal effects, &c	<b>\$630</b>	00

# List of papers.

GODFREY RIDER.

- a. Captain's affidavit relative to capture and amount of loss. WASHINGTON CASE.
  - a. Claimant's affidavit relative to capture.

# BY THE SALLIE.

### BETSEY AMES.

Brig Betsey Ames of Boston; of 265 tons burden. R. C. Bartlett, master. October 6, 1861, sailed on a voyage from New York to Cardenas laden with merchandise; October 17, 1861, captured by Sallie, taken into North Edisto Inlet, South Carolina, vessel and cargo condemned and sold.

Total claims filed, \$5,540.

### Claims.

UNION MUTUAL INSURANCE COMPANY, NEW YORK.
Insurers on cargo for Herques & Maseras...... \$5,540 00

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# Betsey Ames—Abigail.

# List of papers.

UNION MUTUAL INSURANCE COMPANY, NEW YORK.

a. Letter, transmitting-b. Sworn memorial of president; c. Certified copy of insurance policy; d. Certified copy of assignment of claim; e. Certified copy of affidavit that Union Mutual Insurance Company are the only insurers; f. Certified copies of shipper's invoice; g. Certified copy of extract from Captain Bartlett's protest; h. Certified copy of shipper's affidavit; i. Certified copy of Herques & Maseras's receipt for payment in full of policy.

# BY THE SHENANDOAH.

## ABIGAIL.

Ship Abigail of New Bedford; of  $309\frac{7}{9}\frac{5}{3}$  tons burden. Ebenezer F. Nye, master. Loun Snow, Oliver Crocker, George O. Crocker, Pardon Tillinghast, and Ebenezer F. Nye, owners. Sailed from Yokohama, April 13, 1865, on a whaling voyage; was captured and burned May 27, 1865, off Cape Oliben, in Oshotsk Sea, by the Shenandoah.

Claims.

Total claims filed, \$244,683 20.

Claime		
OWNERS.		
Loss of vessel	\$20,000	00
Loss of outfits, &c	40,000	00
Loss of oil on board	1,543	
Damages by breaking up voyage	169, 849	
•	231, 392	
EBENEZER F. NYE, (MASTER.)  Loss of goods and personal effects	<b>\$</b> 12, 505	00
JAMES T. TABER, (MATE.) Private effects	\$610	<b>50</b>
JOHN O. BRIAN, JOLIET, WIS. Loss of personal effects	\$175	00

# List of papers.

OWNERS, SNOW, CROCKER, TILLINGHAST & NYE.

a. Sworn memorial of owners, including statement of master and mate, as to claims for personal effects. b. Copy of protest of Captain Nye and others of the crew; c. Copy of clearance; d. Certified copy of register; e. Certified copy of manifest.

JOHN O. BRIAN, (FIFTH MATE.)

a. Letter, stating claim.

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#### Alina-Australia.

#### ALINA.

Bark Alina of Searsport, Maine; of 57385 tons burden. Everett Staples, master. Everett Staples, Wm. McGilvery, John H. Lane, F. & P. Pendleton, Woodman Carver, Robert Porter, Lebbeus Curtis, Joseph Park, Wm. F. Black, and Benjamin Carver, owners. Sailed from Newport, England, October 6, 1864, with railroad iron for Buenos Ayres. On 29th October, 1864, in latitude 16° 40′ north, longitude 26° 45′ west, was captured, pillaged and sunk by the Shenandoah.

Total claims filed, \$86,817 43.

#### Claims.

OWNERS.  Loss on vessel and outfit  Loss on freight under charter-party	\$68,000 00 15,000 00
	83,000 00
EDWARD STAPLES, (MASTER.) Loss of primage, wages, and personal effects	

# List of papers.

a. Letter of Walsh & Carver, New York; b. Sworn memorial of owners; c. Copy of charter-party, between Captain E. Staples and Messrs. A. Rivolta & Sons, London, for voyage from Newport, England, to Buenos Ayres; d. Copy of charter-party, between agent of Captain E. Staples and agent of T. Pierre Langlois & Co., for voyage from Buenos Ayres to Akyab; e. American Lloyds' certificate of classification of vessel.

#### AUSTRALIA.

Bark Australia of Bath, Maine. Alfred Lemont, agent and managing owner. Was blockaded at the port of Adelaide, New Zealand, by the Shenandoah, and was in consequence compelled to be sold.

Total claim filed, \$22,500.

#### Claims.

OWNERS Loss of vessel Loss of outfits and expertses	\$33,000 0 2,500 0	)O
	35, 500 0	<u> </u>
Less proceeds of forced sale	13,000 (	<u> </u>
	22,500 0	00

# List of papers.

#### OWNERS.

a. Letter from Lawson & Walker presenting claim agitized by GOOGIC

#### Brunswick.

# BRUNSWICK.

Ship Brunswick of New Bedford; of 295,5 tons burden. Allen T. Potter, master. Joseph Wing, William R. Wing, Cynthia S. Cummings, (executrix of Benjamin Cummings,) Joseph Brownell, Lyman Wing, Joseph Taber, Charles T. Bonney, Christopher A. Church, Amasa Whitney, Henry A. Barling, Abner H. Davis and Edward D. Mandall, (as executors of Edward M. Robinson,) Alden T. Potter, Francis E. Howard and Benjamin H. Howard, (as executors of Benjamin B. Howard,) and Benjamin B. Church, owners. Sailed from Hakodadi. May 7, 1865, on a whaling voyage. On June 28, 1865, when in Behring Strait, latitude 65° 50′ north, longitude 169° 50′ west, was captured and burned by the Shenandoah.

Claims.

Total claims filed, \$126,284 50.

Caims.		
OWNERS.		
	<b>\$</b> 20,000	
Loss of outfit	30,000	
Loss of oil on board	12, 379	50
Loss of prospective catch	38, 625	00
	101, 004	50
(Owners claim for full value of property irrespective insurance.)	of part	tial
ALDIN T. POTTER, (MASTER,)		
Loss of personal effects	<b>\$</b> 1,080	00
COLUMBIAN INSURANCE COMPANY MENT YORK	-	
COLUMBIAN INSURANCE COMPANY, NEW YORK. Insurers on catchings for J. & W. R. Wing	\$1,000	ω
Insurers on vessel and outfit for J. & W. R. Wing	4, 000	
Insurers on vessel and outfit for Henry A. Barling &	4, 000	w
A. H. Davis	3, 000	00
	8,000	00
COMMERCIAL INSURANCE COMPANY, NEW BEDFORD.		
Insurers on vessel for—	<b>A</b> 0 000	^^
J. & W. R. Wing	<b>\$3,000</b>	00
Lyman Wing	1,500	
Benjamin Cummings	3,000	
Amasa Whitney	700	
Joseph Brownell	3,000	
J. & W. R. Wing	3,000	
Alden T. Potter	1,500	00
Chas. T. Bonney	500	
	16, 200	00

(Of the \$16,200 insured \$3,000 was re-insured by the Commercial Insurance Company in the Atlantic Insurance company of New York.)

#### Brunswick-Catharine.

# List of papers.

#### OWNERS.

OWNERS

a. Sworn memorial; b. Affidavit of Alden T. Potter, master, as to value of his personal effects; c. Certified copy of note of marine protest of Captain A. T. Potter; d. Certified copy of extended protest of master and seamen; e. Certified copy of clearance; f. Certified copy of register; g. Certified copy of manifest.

COLUMBIAN INSURANCE COMPANY.

a. Certified copy of noted marine protest; b. Certified copy of extended protest of master and seamen; c. Certified copy of register; d. Policy of insurance on catch, (J. &. W. R. Wing;) c. Policy of insurance on vessel, (J. & W. R. Wing;) f. Policy of insurance on vessel, (H. A. Barling and A. H. Davis.)

COMMERCIAL MARINE INSURANCE COMPANY.

a. Sworn memorial; b. Copy of policy on vessel and outfit to J. & W. R. Wing; c. Copy of policy on vessel and outfit to Charles T. Bonney; d. Copy of policy on vessel and outfit to Lyman Wing; e. Copy of policy on vessel and outfit to Benjamin Cummings; f. Copy of policy on vessel and outfit to Amasa Whitney; g. Copy of policy on vessel and outfit to Joseph Brownell; h. Copy of policy on vessel and outfit to J. & W. R. Wing; i. Copy of policy on vessel and outfit to Alden T. Potter.

#### CATHERINE.

Bark Catherine of New London; of  $384\frac{62}{65}$  tons burden. William H. Phillips, master. Charles A. Williams, Grinnell, Minturn & Co., Willetts & Co., Williams & Haven, Robert B. Smith, Eliza B. Edgar, owners. Sailed April 3, 1865, from Honolulu, on a whaling voyage; was captured by the Shenandoah June 26, 1865, and burned with her cargo. Total claims filed, \$53,804 75.

### Claims.

Loss of cargo	\$18,328 75
ATLANTIC MUTUAL INSURANCE COMPANY, NEW YORK. Insurers of Grinnell, Minturn & Co., and R. B. Minturn. Insurers of Williams & Haven	\$6,676 00 5,000 00
New Bedford	15,000 00
	26, 676 00
MERCANTILE MUTUAL INSURANCE COMPANY OF NEW YORK. Insurers on vessel	\$5,000 00
JAMES J. O'DONNELL, (FOURTH OFFICER.)  Loss of personal effects, interest in cargo, and prospective catch	\$3,800 <b>00</b>

# Catharine-Charter Oak.

# List of papers.

#### OWNERS.

a. Letter of Townsend Scudder, inclosing—b. Sworn memorial and statement of loss; c. Certified copy of register; d. Extended protest of master and mate.

ATLANTIC MUTUAL INSURANCE COMPANY.

a. Letter of J. D. Jones, president, inclosing-b. Sworn memorial; c. Certified copy of protest of master and mate; d. Certified copy of register.

For loss paid Grinnell, Minturn & Co., and R. B. Minturn:

a. Copies of three policies of insurance; b. Copy of assignment.

For loss paid Williams & Haven:

- a. Copy of policy of insurance; b. Copy of assignment of claim. For loss paid Ocean Mutual Insurance Company, New Bedford:
  - a. Copy of policy of insurance; b. Copy of assignment of claim.

MERCANTILE MUTUAL INSURANCE COMPANY, NEW YORK.

a. Sworn memorial; b. Certified copy of extended protest of master and mate; c. Certified copy of register; d. Copy of policy of insurance; e. Copy of assignment of claim.

JAMES J. O'DONNELL, (FOURTH OFFICER.)

a. Letter of Haycock & Huefner, attorneys, inclosing—b. Sworn memorial; c. Power of attorney to Haycock & Huefner; d. Letter of Wm. Huefner.

#### CHARTER OAK.

Schooner Charter Oak; S. J. Gillman, master. James M. Curtis, Shelden Allen, owners. Sailed on or about October 1, 1864, from Boston, with cargo of general merchandise, for San Francisco. On November 5, 1864, was captured and burned by the Shenandoah.

Total claims filed, \$31, 400.

# Claims.

\$20,000 00
SETTS. \$3,500 00
\$3,400 00 1,000 00 3,500 00
7,900 00

### List of papers.

## ATLANTIC MUTUAL INSURANCE COMPANY.

a. Letter, inclosing-b. Sworn memorial; c. Certified copy of protest and report of master and crew; d. Certified copy of register;

e. Copy of policy of insurance; f. Assignment of claim of

### Charter Oak-Congress.

MANUFACTURERS' INSURANCE COMPANY, BOSTON.

a. Sworn memorial; b. Copy of policy of insure; c. Certified copy of assignment of claim; d. Certified copy of report and protest of master and crew; e. Certified copy of invoice; f. Certified copy of bill of lading; g. Certified copy of manifest and clearance.

### COLUMBIAN INSURANCE COMPANY.

a. Sworn memorial of receivers; b. Report and protest of master.

For loss paid Holmes, Goodwin & Co.:

a. Letter to Secretary of State;
 b. Affidavit of P. B. Holmes;
 c. Application for insurance;
 d. Memorandum of insurance;
 e. Bill of lading;
 f. Invoice.

For loss paid Manufacturers' Insurance Company:

a. Receipt for insurance; b. Re-insurance policy; c. Certified copy of re-insurance policy; d. Certified copy of register; e. Assignment (unattested) of claim; f. Three letters from Manufacturers' Insurance Company; g. Letter to Secretary of State, preferring claim.

For loss paid S. J. Gilman:

a. Certified copy of policy of insurance; b. Certified copy of protest of master; c. Sworn inventory of property; d. Certified copy of receipt; c. Memorandum of insurance; f. Letter of Columbian Insurance Company to J. H. Curtis & Son; g. Letter of C. F. J. Birney; h. Letter to Secretary of State, preferring claim.

#### CONGRESS.

Bark Congress of New Bedford; of 376 tons burden. F. E. Stanburg, master. Gideon Allen, F. E. Stanburg, Joseph Clark, Pardon Tillinghast, Jonathan Smith, Eliza W. Allen, George Homer, and Frederick Homer and Gilbert Allen, owners. Sailed from New Bedford June 3, 1863, for Pacific and Arctic Oceans; sailed from Honolulu May 3, 1865, under command of Captain Daniel D. Wood, the original master being sick, and en June 28, 1865, between the headlands of Cape East and the north cape of St. Lawrence Bay, was captured and burned by the Shenandoah. Total claim filed, \$184,902.

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#### Claims. OWNERS. Loss of vessel ..... **\$18,000 00** 38,000 00 Loss of whaling outfit..... Loss of catchings on board..... 33, 845 00 53,075 00 Loss of prospective catch ...... 142, 920 00 DANIEL D. WOOD, (MASTER.) Loss of personal effects, &c..... **8**982 00 ATLANTIC MUTUAL INSURANCE COMPANY, NEW YORK. Insurers on vessel for-Gideon Allen & Son..... **\$5,000 00**

#### Congress-Covington.

Gideon Allen & Son Gideon Allen & Son Gideon Allen George Homer & Co	\$10,000 00 10,000 00 5,000 00 2,700 00
	35, 700 00
METROPOLITAN INSURANCE COMPANY. Insurers on vessel for Jonathan Smith Insurers on vessel for Pardon Tillinghast	\$1,300 00 4,000 00
	5,300 00
List of papers.	

GIDEON ALLEN & SON AND OTHERS, (OWNERS.)

- a. Letter to Secretary of State, inclosing—b. Sworn memorial;
  - c. Certified copy of register; d. Certified copy of master's extended protest.

DANIEL D. WOOD, (MASTER.)

a. Letter of Wm. H. Taylor, inclosing—b. Sworn memorial.

ATLANTIC MUTUAL INSURANCE COMPANY.

a. Letter of J. D. Jones, president, inclosing—b. Sworn memorial; c. Certified copy of master's protest; d. Certified copy of register.

For loss paid Gideon Allen & Son and Gideon Allen:

a. Copies of four insurance policies; b. Assignment of claim.

For loss paid Joseph Clark:

a. Copy of insurance policy; b. Assignment of claim.

For loss paid Geo. Homer & Co.:

a. Copy of insurance policy; b. Assignment of claim.

METROPOLITAN INSURANCE COMPANY. For loss paid Jonathan Smith:

a. Letter to Secretary of State preferring claim.

For loss paid Pardon Tillinghast:

a. Letter to Secretary of State preferring claim.

#### COVINGTON.

Bark Covington of Warren, Rhode Island; of 35025 tons burden. John L. Jenks, master. Charles T. Child, Shubel P. Child, Guy M. Fessenden, John L. Jenks, Thomas L. Jenks, Samuel Talbot, David S. Wilson, Thomas G. Wilson, Henry R. Wilson, and James G. Wilson, owners. Sailed November 22, 1864, from Honolulu on a whaling voyage. On June 28, 1865, was captured and burned by the Shenandoah.

Total claims filed, \$127,964 40.

#### Claims.

OWNERS.		
Loss on vessel, (above insurance)	\$17,251	25
Loss on cargo	25, 010	25
Loss on prospective catch	61, 506	90

### Covington—Delphine.

JOHN L. JENKS, (MASTER.) Expenses and personal effects	<b>\$</b> 7, <b>79</b> 3	00
JOHN C. MOSHER, (THIRD MATE.) Loss of personal effects	<b>\$</b> 514	00
CHARLES S. DOWNS, (SEAMAN.)  Loss of personal effects  Loss of share of oil on vessel  Loss of time and expenses		00
	889	00
ATLANTIC MUTUAL INSURANCE COMPANY, NEW YORK. Insurers of vessel and outfit for owners	<b>\$15,000</b>	00
List of papers.		
CHARLES T CHILDS AND OTHERS (OWNERS).		

CHARLES T. CHILDS AND OTHERS, (OWNERS).

a. Letter of Townsend Scudder, attorney, inclosing-b. Sworn memorial; c. Certified copy of note of protest of master; d. Certified copy of extended protest of master.

JOHN L. JENKS, (MASTER.)

a. Sworn memorial.

JOHN C. MOSHER, (THIRD MATE.)
a. Affidavit of loss.

CHARLES S. DOWNS, (SEAMAN.)

a. Affidavit of loss; b. Letter of William Cook, inclosing—c. Amended statement of loss.

ATLANTIC MUTUAL INSURANCE COMPANY.

 a. Letter of J. D. Jones, inclosing—b. Sworn memorial; c. Copy of policy to Charles T. Childs; d. Assignment of Charles T. Childs and others; e. Certified copy of register.

### DELPHINE.

Bark Delphine of Bangor, Maine; of  $705\frac{3}{9}\frac{5}{3}$  tons burden. William Green Nichols, master. E. W. Metcalf, William Green Nichols, Phineas Pendleton, jr., Phineas Pendleton, 3d, William McGilvery, Henry Darling, Henry D. Brookman & Co., and Benjamin Carver, owners. Sailed October 12, 1864, from London for Akyab; was captured and destroyed December 29, 1864, in latitude 39° 20' south, longitude 69° east, by the Shenandoah.

Total claims filed, \$93,100.

#### Claims.

OWNERS.	***	• •
Value of vessel	<b>\$</b> 56, 000	00
Outfit, expenses, and advanced wages	15,000	00
Value of charter for voyage	8,000	00

79, 000, 00

### Delphine-D. Godfrey.

WILLIAM G. NICHOLS, (MASTER.)  Loss of primage, expenses of self and family in Australia and return, and merchandise	\$5, 100 00
NEW ENGLAND MUTUAL MARINE INSURANCE COMPANY, BOST Insurers on vessel for Phineas and James Pendleton	
COLUMBIAN INSURANCE COMPANY. Insurers on vessel for William McGilvery	\$2,000 00

# List of papers.

E. W. METCALF AND OTHERS, (OWNERS.)

a. Two letters of inquiry of E. W. Metcalf; b. Sworn memorial; c. Extended protest of master; d. Certified copy of register; e. Certificate of ownership; f. Letter of E. W. Metcalf, transmittingg. Sworn supplementary memorial; h. Letter of E. W. Metcalf. transmitting—i. Copy of charter-party; j. Certificate of clearance; k. Letter of E. W. Metcalf, asking if papers filed are sufficient.

NEW ENGLAND MUTUAL MARINE INSURANCE COMPANY. For loss paid P. & J. Pendleton:

a. Sworn memorial; b. Certified copy of policy of insurance and insurance receipt in full.

COLUMBIAN INSURANCE COMPANY.

For loss paid Wm. McGilvery:

a. Sworn memorial of receivers; b. Certified copy of master's extended protest; c. Certified copy of register; d. Certified copy of policy of insurance; e. Bill of sale of Jas. G. Pendleton's interest to William McGilvery; f. Affidavit of Wm. McGilvery's sole insurance; g. Memorandum of insurance; h. Five letters to Columbian Insurance Company.

### D. GODFREY.

Bark D. Godfrey of Boston; of 299 tons burden. Samuel W. Hallett, master. Horace Loring and James M. Shute, jr., owners. Sailed from Boston, October 6, 1864, for Valparaiso; was captured and burned by the Shenandoah November 17, 1864, in latitude 6° 25' north, longitude 27° 15′ west.

Total claims filed, \$70,988.

## Claims.

OWNERS, LORING & SHUTE.	
Loss on vessel, above insurance	\$3,000 00
Loss on freight-money, above insurance	1,000 00
Cargo	
Return passage of captain	
Cost of insurance	
Loss from expected sale of vessel	

23,903 00

### D. Godfrey.

MANUFACTURERS' INSURANCE COMPANY, BOSTON. Insurers on cargo for W. W. Goddard Insurers on cargo for Loring & Shute Insurers on freight for Loring & Shute Insurers on personal effects for Samuel W. Hallett	\$450 00 8,000 00 4,000 00 500 00
	12, 950 00
NEW ENGLAND MARINE INSURANCE COMPANY, BOSTON, MASS Insurers on cargo for Ames Plow Company	*863 00
COLUMBIAN INSURANCE COMPANY, NEW YORK. Insurers on vessel for Loring & Shute Insurers on cargo for Rogers, Snelling & Co Insurers on cargo for Scudder, Rogers & Co	\$12,000 00 10,258 00 5,214 00
Insurers on cargo for Edward Thompson	5, 800 00
	33, 272 00

# List of papers.

LORING & SHUTE, (OWNERS.)

a. Letter of Bradford & Folger, inclosing—b. Memorial; c. Certitified copy of register; d. Certified copy of marine inspector's certificate of condition and value of vessel.

MANUFACTURERS' INSURANCE COMPANY, BOSTON.

General papers:

a. Sworn memorial; b. Certified copy of master's protest.

For loss paid W. W. Goddard:

a. Certified copy of policy; b. Certified copy of invoice; c. Certified copy of bill of lading; d. Certified copy of assignment of claim.

For loss paid Loring & Shute:

a. Certified copy of manifest; b. Certified copy of policy of insurance; c. Certified copy of assignment of claim; d. Certified copy of invoice; c. Certified copy of bill of lading.

For loss paid Samuel W. Hallett, (master:)

a. Certified copy of policy of insurance; b. Certified copy of assignment of claim; c. Certified copy of statement of losses.

NEW ENGLAND MUTUAL INSURANCE COMPANY, BOSTON.

For loss paid Ames Plow Company:

a. Sworn memorial;
 b. Certified copy of captain's note of protest;
 c. copy of insurance policy;
 d. Copy of assignment of claim.

COLUMBIAN INSURANCE COMPANY, NEW YORK.

a. Letter of Townsend Scudder, attorney, inclosing—b. Sworn memorial of Geo. A. Osgood, receiver; c. Master's extended protest; d. Certified copy of register.

For loss paid Loring & Shute:

a. Copy of policy of insurance; b. Letter to Secretary of State, preferring claim.

For loss paid Scudder, Rogers & Co.:

a. Letter of reclamation; b. Four bills of lading; c. Copy of policy of insurance; d. Copy of assignment of claim.

OWNERS.

#### D. Godfrey-Edward.

For loss paid Rogers, Snelling & Co.:

a. Letter of reclamation; b. Three bills of lading; c. Policy of insurance; d. Assignment of claim.

For loss paid Edward Thompson:

a. Two invoices; b. Two bills of lading; c. Assignment of claim; d. Policy of insurance; e. Letter of reclamation.

# EDWARD.

Bark Edward of New Bedford; of 274½ tons burden. Charles P. Worth, master. Thomas Knowles, John P. Knowles, 2d, Charles Hitch, Jonathan Bourne, jr., John P. Knowles, jr., Joseph Knowles, and Antone Joseph, owners. Sailed from New Bedford August 2, 1864, on a whaling voyage to South Pacific Ocean. On the 5th of December, 1864, in latitude 37° 45′ south, longitude 11° 50′ west, about forty miles to westward to Tristan d'Acunha, was captured and burned by Shenandoah.

Total claims filed, \$209,681.

#### Claims.

Value of vessel	\$10,000	00
Outfit and appurtenances		
Oil and bone on board	8,706	00
Damages from breaking up of voyage	151, 100	00
	189, 806	00
(The owners protest against any diminution of the above of re insurance by reason of \$19,875 received by the ance.)	on accou m for inst	nt ır-
UNION MUTUAL INSURANCE COMPANY, NEW BEDFORD. Insurers of vessel and outfit for—		
Thomas Knowles & Co	<b>\$</b> 9,375	00
Jno. P. Knowles, 2d	4,000	
Charles Hitch	2,000	
O. Smalley	1,500	
	16, 875	00
COMMERCIAL MUTUAL INSURANCE COMPANY.	<b>\$</b> 9.000	00
Insurers on bark and outfit for Jonathan Bourne, jr	<b>\$</b> 3,000	UU ==

# List of papers.

THOMAS KNOWLES & CO., (OWNERS.)

a. Letter of Thos. D. Eliot, inclosing—b. Unattested memorial, and c. Certified copy of master's protest; d. Sworn memorial; e. Certified copy of certificate of naturalization of Antone Joseph; f. Certified copy of register; g. Certified copy of clearance; h. Certified copy of manifest.

UNION MUTUAL INSURANCE COMPANY OF NEW BEDFORD.

General papers:

a. Sworn memorial.

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# Edward-Edward Carey-Euphrates.

For loss paid Thos. Knowles & Co.:

a. Copy of insurance policy.

For loss paid John P. Knowles, 2d:

a. Copy of insurance policy.

For loss paid Charles Hitch:

a. Copy of insurance policy.

For loss paid O. Smalley:

a. Copy of insurance policy.

COMMERCIAL MUTUAL INSURANCE COMPANY.

a. Sworn memorial; b. Copy of policy to Jonathan Bourne, jr.

### EDWARD CAREY.

Ship Edward Carey of San Francisco; of  $353\frac{25}{3}$  tons burden. Registered at Nantucket and San Francisco. Geo. O. Baker, master. Charles Hare, owner. Sailed from San Francisco January 22, 1865, on a whaling voyage. April 1, 1865, while lying at anchor at Ascension Island, latitude 6° 50′ north, longitude 168° east, was captured and plundered by the Shenandoah, and on April 3 was burned and totally destroyed.

Total claim filed, \$109,582 70.

#### Claims.

$\alpha$	AT I	7 10	•

Value of vessel and outfit	<b>\$42,982</b> 70
Prospective catch	66, 600 00

109, 582 70

# List of papers.

#### OWNER.

a. Sworn memorial; b. Affidavit of J. Wesley Smith, book-keeper, that a copy attached of expenses charged to ship Edward Carey on claimant's books is correct; c. Certified copy of certificate of naturalization; d. Certified copy of register at San Francisco; e. Paper showing expenses of outfit; f. Certified copy of crew list; g. Certified copy of shipping paper; h. Certificate of clearance; i. Certified copy of master's note of protest; j. Certified copy of master's extended protest.

#### EUPHRATES.

Ship Euphrates of New Bedford; of  $364\frac{49}{55}$  tons burden. Thomas B. Hathaway, master. Edward W. Howland, Joseph Grinnell, George Barney, Cornelius Howland, jr., executors of Cornelius Howland, deceased, Frederick S. Gifford, George Barney, Abraham R. Gifford, Andrew M. Howland, Henry Grinnell, owners. Sailed from Honolulu April 19, 1865. On 21st June, 1865, in the neighborhood of Behring Strait, fifteen miles to northeast of Cape Thaddeus, was captured, plundered and burned with cargo, by the Shenandoah.

Total claim filed, \$179,911 50.

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OWNERS.

## Euphrates-Favorite.

## Claims.

Loss on vessel	\$20,000 00 30,000 00 17,813 50 100,875 00
	168, 688 50
(Owners protest against any diminution of amount be insurance received.)	y reason of
THOMAS B. HATHAWAY, (MASTER,) NEW BEDFORD, MASSACH Loss on cargo, personal effects, passage home, &c	#1,473 00
COMMERCIAL MUTUAL INSURANCE COMPANY, NEW BEDFORD Insurers on vessel for Joseph Grinnell	\$6,500 00 3,250 00
	9,750 00
List of papers.	
OWNERS.  a. Sworn memorial; b. Certified copy of master's note c. Certified copy of master's extended protest; d. Co of register; c. Certified copy of clearance; f. Certi manifest.	ertified copy
THOMAS B. HATHAWAY, (MASTER,) NEW BEDFORD, MASSACH a. Letter from W. W. Crapo, transmitting—b. Claim statement of facts.	USETTS. ant's sworn
COMMERCIAL MUTUAL INSURANCE COMPANY.  a. Sworn memorial.	
For loss paid Joseph Grinnell:  a. Copy of insurance policy.	
For loss paid Henry Grinnell: a. Copy of insurance policy.	

#### FAVORITE.

Bark Favorite of Fairhaven, Massachusetts. Thomas G. Young, master. Thomas G. Young, Fairman R. Whitwell, jr., Hannah Whitwell, Georgia Whitwell Morse, and Anna E. W. Richmond, owners. Sailed from Kanagawa, Japan, April 28, 1865, on a whaling voyage. On 28th June, 1865, in Behring Strait, was captured and burned by the Shenandoah.

Total claim filed, \$240,958 44.

# . Claims.

OWNERS.		
Loss of vessel	. \$20,00	00 00
Loss of outfit		00 00

#### Favorite.

Loss of oil and bone on board	\$37, 926 50 87, 250 00
	185, 176 50
(Owners protest against any diminution of their claim of insurance.)	by reason
THOMAS G. YOUNG, (MASTER.)  Loss of personal property  Loss of 1/4 interest in oil and bone	\$2,239 25 2,709 04
	4,948 29
JONATHAN WHALON, (MATE.)  For loss of personal property	\$420 00
METROPOLITAN INSURANCE COMPANY, NEW YORK. Insurers on vessel for F. R. Whitwell, jr	<b>\$10,000 00</b>
ATLANTIC MUTUAL INSURANCE COMPANY, NEW YORK. Insurers on vessel and outfits for F. R. Whitwell, jr	\$40,000 00
JOHN O. BRIAN, (THIRD MATE.) Interest in catch, $(s_0^1 th)$	\$433 65

# List of papers.

#### OWNERS.

a. Sworn memorial; b. Certified copy of master's extended protest; c. Certified copy of register; d. Certified copy of clearance and manifest.

THOMAS G. YOUNG, (MASTER.)

a. Sworn memorial and inventory of effects; b. Supplemental memorial, attested.

JONATHAN WHALON, (MATE.)

a. Affidavit of loss, appended to owner's memorial.

METROPOLITAN INSURANCE COMPANY.

For loss paid F. R. Whitwell, jr.:

a. Letter of reclamation.

ATLANTIC MUTUAL INSURANCE COMPANY, NEW YORK.

For loss paid F. R. Whitwell, jr.:

a. Sworn memorial; b. Certified copy of master's extended protest; c. Two copies of policy of insurance; d. Certificate of collector of New Bedford that F. R. Whitwell is 12 owner of bark Favorite instead of estate of Bela Hunting, which appeared on certified copy of register of said bark; e. Certified copy of register; f. Two assignments of F. R. Whitwell and others to Atlantic Mutual Insurance Company.

JOHN O. BRIAN, (THIRD MATE.)

a. Letter stating claim; b. Letter from J. M. Browne, transmitting c. Claimants sworn statement of loss.

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#### General Pike-General Williams.

#### GENERAL PIKE.

The whale-ship General Pike of New Bedford; of  $313\frac{1}{9}\frac{5}{5}$  tons burden. Shadrach R. Tilton, master. Owned by William Gifford,  $\frac{1}{3}\frac{0}{2}$ ; Charles H. Gifford,  $\frac{4}{3}\frac{2}{2}$ ; Jonathan P. Gifford,  $\frac{2}{3}\frac{2}{2}$ ; Henry R. Tucker,  $\frac{1}{3}\frac{1}{2}$ ; Charles R. Tucker, guardian,  $\frac{1}{3}\frac{1}{2}$ ; Luthan Potter,  $\frac{8}{3}\frac{2}{2}$ , all of New Bedford; and Isaac R. Gifford,  $\frac{4}{3}\frac{1}{2}$ ; Edward Tucker,  $\frac{2}{3}\frac{2}{2}$ , both of Dartmouth, Massachusetts. Sailed from New Bedford May 18, 1864, on a whaling voyage. June 6, 1865, while in latitude 64° 30′ was captured and bonded by the Shenandoah, and on the same day the crews of several captured vessels were placed on board and she set sail for San Francisco.

Total claims filed, \$76,148 76.

#### Claims.

a. Letter from W. W. Crapo, transmitting—b. Owners sworn memorial; c. Certified copy of register; d. Certified copy of manifest; e. Certified copy of clearance; f. Certified copy of marine protest.

## GENERAL WILLIAMS.

Ship General Williams of New London; of 41933 tons burden. William Benjamin, master. Charles Barns, William H. Barns, Henry R. Bond, William Williams and Harriet P. Williams, George G. Benjamin, Charles P. Fitch, Grinnell, Minturn & Co., owners. Sailed from Honolulu December 22, 1864, on a whaling voyage; on June 25, 1865, when near St. Lawrence Island, was captured and burned by the Shenandoah.

Total claims filed, \$376,934 75.

#### Claims.

Ctuents.		
OWNERS. Loss of vessel, outfit, and catchings	\$85,177	Λĸ
Loss of vessel, outlit, and cavelings		
Less insurance received		
Prospective catch	196, 807	<b>50</b>
	326, 657	75
:		
WILLIAM BENJAMIN, (MASTER.)		
Loss of personal effects	<b>\$1,215</b>	00
ASA BENJAMIN, (FIRST MATE.)		==
Loss of personal effects	<b>\$</b> 270	00
COLUMBIAN INSURANCE COMPANY, NEW YORK.		
Insurers on vessel and outfit for Williams & Barns	<b>\$22, 500</b>	00
SUN MUTUAL INSURANCE COMPANY, NEW YORK.		
Insurers on vessel and outfit for William Williams	<b>\$2,500</b>	00

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# General Williams-Gipsey.

ATLANTIC MUTUAL INSURANCE COMPANY, NEW YORK. Insurers on vessel and outfit for Robert B. Minturn Insurers on vessel and outfit for Grinnell, Minturn & Co. Insurers on catchings for Williams & Barns Insurers on catchings for Grinnell, Minturn & Co	10,000 00
	23, 792 00

23, 792 00

# List of papers.

#### OWNERS.

a. Letter of Townsend Scudder, inclosing—b. Sworn memorial of Henry R. Bond; c. Certified copy of master's protest; d. Certificate of surrogate of New York that letters testamentary were granted to Robert B. Minturn, John W. Minturn, and Thomas Charles Baring, as executors of Robert B. Minturn; e. Certified copy of register; f. Letter from claimants transmitting—g. Sworn statement of facts.

## WILLIAM BENJAMIN, (MASTER.)

a. Affidavit of loss.

# ASA BENJAMIN, (MATE.)

a. Affidavit of loss.

#### COLUMBIAN INSURANCE COMPANY.

a. Letter of Townsend Scudder;
 b. Sworn memorial of receivers;
 c. Certified copy of register;
 d. Certified copy of policy of insurance;
 e. Letter of reclamation.

# SUN MUTUAL INSURANCE COMPANY.

For loss paid William Williams.

a. Sworn memorial; b. Certified copy of register; c. Two insurance policies; d. Certified copy of master's protest.

#### ATLANTIC MUTUAL INSURANCE COMPANY.

a. Sworn memorial; b. Certified copy of master's protest; c. Certified copy of register; d. Copy of policy to R. B. Minturn; e. Copy of two policies to Grinnell, Minturn & Co.; f. Copy of policy to Williams & Barns; g. Separate assignments of the above-named to Atlantic Mutual Insurance Company.

#### GIPSEY.

Bark Gipsey of New Bedford; of  $360_{55}^{8}$  tons burden. Orlando G. Robinson, master. Thomas Mandell, Sophia Ann Howland, Edward McCleave, and Edward Mott Robinson, owners. Sailed From Talcahuano, on a whaling voyage, March 3, 1865. On 26th June, 1865, in latitude 64° 30′ north, about five or six miles from west shore Behring Strait was captured by the Shenandoah.

Total claims filed, \$152, 149 75.

## Claims.

AND THE REAL PROPERTY OF THE PERTY OF THE PE			
OWNERS. Loss of vessel	<b>\$</b> 20, 0	000	00
Loss of outfit	40, 0	100	00
13 L C	ју СТО	9	10

# Gipsey-Hector.

Loss of catchings on board	\$10,663 49,075	
	119, 738	<b>75</b>
(Owners admit an abatement of the above sum equal to of insurance.)	the amou	nt
ORLANDO G. ROBINSON, (MASTER.)  Loss of whalebone and personal effects	<b>\$</b> 7, 211	00
JOHN C. ALLEN, (MATE.) Loss of personal effects	\$1,200	00
CHARLES A. BRALEY, (SECOND OFFICER,) BARNSTABLE, MASS. a. Letter from W. W. Crapo transmitting—b. Claim statement of facts.  ATLANTIC MUTUAL INSURANCE COMPANY, NEW YORK.	ant's swo	rn
	\$10,000 =======	00 ==
COLUMBIAN INSURANCE COMPANY, NEW YORK. Insurers on vessel and outfits for Henry A. Barling and A. H. Davis, (executor of E. M. Robinson)	<b>\$14,000</b>	00
T: 1 C		

# List of papers.

OWNERS.

a. Letter of T. Mandell, inclosing—b. Sworn memorial; c. Certified copy of register; d. Certified copy of master's extended protest. ORLANDO G. ROBINSON, (MASTER.)

a. Sworn memorial; b. Letter of William Taylor transmitting above.

JOHN C. ALLEN, (MATE.)

a. Letter of J. D. Jones, president, transmitting—b. Sworn memorial; c. Certified copy of master's protest; d. Certified copy of register; e. Copy of insurance policy; f. Assignment of claim by Thomas Mandell, administrator.

COLUMBIAN INSURANCE COMPANY.

For loss paid Heury A. Barling and A. H. Davis, executors of Edward Mott Robinson:

a. Sworn memorial of receiver; b. Certified copy of master's extended protest; c. Certified copy of register; d. Copy of insurance policy; c. Letter of reclamation.

## HECTOR.

Ship Hector of New Bedford; of 380 \$\frac{1}{2}\$ tons burden. Amos A. Chase, master. William J. Rotch, Sarah R. Morgan; William J. Rotch and S. Rodman Morgan, executors of Charles W. Morgan, deceased; Leander A. Plummer, Benjamin S. Rotch, William R. Robeson, Thomas A. Nor-

#### Hector-Hillman.

ton, and Francis Rotch, owners. Sailed from San Francisco November 17, 1864, on a whaling voyage. On 1st April, 1865, while at Ascension Island, in the Pacific Ocean, was captured, plundered, and burned by the Shenandoah.

Total claims filed, \$202,971 80.

Ctatinos
OWNERS.
Loss of vessel
Loss of outfit and appurtenances
Loss of oil and fish on board
Loss of prospective catch
171,096 80
(Claimants protest against any diminution of claim by reason of insurance.)
UNION MUTUAL INSURANCE COMPANY, NEW BEDFORD. Insurers on vessel for W. J. Rotch
COMMEDCIAL METITAL INCLUDINGS COMPANY NEW DEDECORD
COMMERCIAL MUTUAL INSURANCE COMPANY, NEW BEDFORD.  Insurers on vessel for William R. Robeson
Insurers on vessel for William R. Robeson \$4,500 00
WITHILL MARKE DOUBLING COMPANY MENU DEDUCED
MUTUAL MARINE INSURANCE COMPANY, NEW BEDFORD.  Insurers on vessel for William J. Rotch
Insurers on vessel for Léander A. Plummer
10.057.00
10, 375 00

# List of papers.

#### OWNERS.

- a. Sworn memorial; b. Certified copy of master's note of protest;
   c. Certified copy of master's extended protest;
   d. Certified copy of register;
   e. Certified copy of clearance;
   f. Certified copy of master's manifest.
- UNION MUTUAL MARINE INSURANCE COMPANY.

For loss paid W. J. Rotch:

- a. Sworn memorial; b. Copy of insurance policy.
- COMMERCIAL MUTUAL MARINE INSURANCE COMPANY.

For loss paid W. R. Robeson:

- a. Sworn memorial; b. Copy of policy of insurance.
- MUTUAL MARINE INSURANCE COMPANY, NEW BEDFORD.
  - a. Sworn memorial.

For loss paid William J. Rotch:

a. Copy of insurance policy.

For loss paid Leander A. Plummer:

a. Copy of insurance policy.

#### HILLMAN.

Ship Hillman of New Bedford; of 382% tons burden. William G. Taber and estate of John Hunt, and Henry Taber, copartners, 32 Henry

#### Hillman.

Taber,  $\frac{8}{32}$ ; James Arnold,  $\frac{8}{32}$ ; Robert Tuckerman,  $\frac{2}{32}$ ; William J. Rotch,  $\frac{4}{32}$ ; Joseph Brownell,  $\frac{4}{32}$ ; and the estate of John Hunt,  $\frac{3}{32}$ ; and Mary E. Gardner,  $\frac{1}{32}$ , owners. Sailed from New Bedford October, 1862, under command of Silas W. Fiske, on a whaling voyage to the Pacific Ocean. In April, 1864, Captain John A. Macomber succeeded Captain Fiske, deceased. May 2, 1865, sailed from Honolulu. On June 28, 1865, when becalmed within the headlands of Cape East and the North Cape of Saint Lawrence Bay, was captured and burned by the Shenandoah.

Total claims filed, \$158,176 75.

#### Claims.

OWNERS.		
Loss on vessel	<b>\$20,000</b>	00
Loss on outfit	40,000	
Loss on catchings	10, 489	
Loss on prospective catch	54, 675	
	125, 164	<b>75</b>
ATLANTIC MUTUAL INSURANCE COMPANY, NEW YORK.		
Joseph Brownell on vessel and outfit	<b>\$</b> 5,000	00
Henry Taber & Co	13, 500	
William J. Rotch	3,000	
Union Mutual Insurance Company	4, 750	
o mon mutual insurance company	<del>2</del> , 100	00
•	26, 250	00
METROPOLITAN INSURANCE COMPANY, NEW YORK. Insurers on vessel and outfit for Henry Taber & Co	<b>\$</b> 5,000	00 ,
JOHN A. MACOMBER, (MASTER.) Loss of personal effects, and expenses from San Francisco	<b>\$</b> 962	00
MIGUEL IGNACIO, (COOPER,) NEW BEDFORD, MASSACHUSETTS. Loss of personal effects, (\$254-75,) and an interest in prospective catch, (\$545-25)	<b>\$800</b>	00

#### List of papers.

#### OWNERS.

a. Letter of Henry Taber & Co.; b. Sworn memorial; c. Certified copy of register; d. Certified copy of marine protest of master.

ATLANTIC MUTUAL INSURANCE COMPANY.

a. Sworn memorial; b. Certified copy of marine protest of master; c. Copy of policy to Joseph Brownell; d. Copy of policy to Henry Taber & Co.; e. Copy of policy to William J. Rotch; f. Copy of policy to Union Mutual Insurance Company; g. Separate assignments of Joseph Brownell, Henry Taber & Co., and William J. Rotch, to Atlantic Mutual Insurance Company; h. Affidavit of William J. Rotch as to original insurance in Atlantic Mutual Insurance Company, and their re-insurance of his policy in Union Mutual Insurance Company.

#### Hillman-Isaac Howland.

METROPOLITAN INSURANCE COMPANY.

For loss paid Henry Taber & Co.:

a. Letter of reclamation.

JOHN A. MACOMBER, (MASTER.)

a. Sworn memorial.

MIGUEL IGNACIO, (COOPER,) NEW BEDFORD.

a. Letter from W. W. Crapo transmitting—b. Claimant's statement of facts.

#### ISAAC HOWLAND.

Ship Isaac Howland of New Bedford; of 39933 tons burden. Jeremiah Ludlow, master. Thomas Mandell, Charles R. Tucker, and Edward D. Mandell, copartners; Thomas Mandell, executor of Sylvia Ann Howland, deceased, and Henry A. Barling, Abner H. Davis, and Edward D. Mandell, executors of Edward Mott Robinson, deceased, owners. Sailed from New Zealand March 30, 1865, on a whaling voyage. On the 28th of June, 1865, while lying at anchor, five miles from land, between Cape East and the North Cape of St. Lawrence, was captured and burned by the Shenandoah.

Total claims filed, \$379,322.

Claims.
OWNERS.       \$20,000 00         Loss of vessel
309, 712 00
(Claimants protest against any diminution of claim by reason of insurance obtained by them.)
Loss of personal effects \$710 00
COLUMBIAN INSURANCE COMPANY, NEW YORK. Insurers on vessel for Henry A. Barling and A. H. Davis, executors of Edward Mott Robinson
COMMERCIAL MUTUAL MARINE INSURANCE COMPANY, NEW BEDFORD. Insurers on vessel for Charles R. Tucker & Co
(Fourteen thousand dollars of the above was re-insured by Commercial Mutual Insurance Company in the Atlantic Mutual Marine Insurance Company of New York, which appears on their claim following.)
ATLANTIC MUTUAL INSURANCE COMPANY, NEW YORK.  Insurers on vessel for Thomas Mandell. \$15,000 00  Insurers for Charles R. Tucker & Co.— On catching. \$3,750 00 Vessel and outfit. \$15,000 00

#### Isaac Howland-Isabella.

Insurers on catchings for Charles R. Tucker & Co Re-insurers of Commercial Mutual Insurance Com-	<b>\$4,000 00</b>
pany	14,000 00
	38,000 00

# List of papers.

OWNERS.

a. Letter of William H. Taylor, transmitting—b. Sworn memorial of Charles R. Tucker & Co., managing owners; c. Certified copy of register; d. Certified copy of master's extended protest; e. Sworn memorial; f. Certified copy of master's extended protest; g. Certified copy of clearance; h. Certified copy of register; i. Certified copy of master's manifest.

JEREMIAH LUDLOW, (MASTER.)

a. Letter of W. H. Gleason, inclosing—b. Two sworn memorials. COLUMBIAN INSURANCE COMPANY.

For loss paid Barling & Davis:

a. Letter of Townsend Scudder, inclosing-b. Sworn memorial; c. Certified copy of master's extended protest; d. Copy of insurance policy; e. Certified copy of register; f. Letter of reclamation.

COMMERCIAL MUTUAL MARINE INSURANCE COMPANY.

For loss paid Charles R. Tucker & Co.:

a. Sworn memorial; b. Copies of two insurance policies.

ATLANTIC MUTUAL INSURANCE COMPANY, NEW YORK.

a. Sworn memorial; b. Certified copy of master's protest; c. Certified copy of register.

For loss paid Thomas Mandell:

a. Copy of insurance policy; b. assignment of claim.

For loss paid Charles R. Tucker & Co.:

a. Copies of two insurance policies; b. Two assignments of claim.

For loss paid Commercial Mutual Insurance Company:

a. Copy of insurance policy; b. Assignment of claim.

#### ISABELLA.

Bark Isabella of New Bedford; of  $315\frac{6}{9.5}$  tons burden. Hudson Winslow, master. Thomas Knowles, John P. Knowles, Joseph Knowles, William O. Brownell, Wright Brownell, George Barney, Thomas Knowles, Joseph Knowles, and John P. Knowles, copartners; Slocum Allen, John A. Wood, Thomas H. Knowles, Deborah D. Goddard, Hudson Winslow, James S. Winslow, Reuben Nickerson, jr., Henry A. Barling, and Abner H. Davis, and Edward D. Mandell, executors of Edward Mott Robinson, owners. Sailed from New Bedford September 29, 1863, on a whaling voyage. On 26th June, 1865, while in Behring Strait, was captured and burned by the Shenandoah.

Total claims filed, \$297,237.

#### Claims.

OWNERS.			
Loss of vessel.	\$20,	000	00
Loss of outfit			

## Isabella.

T . 0 1 1 1 1 1 1	AOR 808 00
Loss of whalebone and oil on board	\$27,765 00
Loss of prospective catch	174, 000 00
	262, 365 00
,	202, 000 00
(Claimants protest against any diminution of claim by r surance obtained by them.)	eason of in-
HUDSON WINSLOW, (MASTER,) NEW BEDFORD, MASSACHUSET Loss on cargo, personal effects, &c	TS. \$11,432 00
THOMAS SAVEODD (DIDST OFFICED) NEW DEDUODD MASSACE	
THOMAS SANFORD, (FIRST OFFICER,) NEW BEDFORD, MASSACE Loss of personal effects, &c	
ATLANTIC MUTUAL INSURANCE COMPANY, NEW YORK. Insurers on vessel and outfit for—	
Thomas Knowles & Co	<b>\$8,000 00</b>
George Barney	2,000 00
Union Mutual Insurance Company, New Bedford.	2,000 00
Wright Brownell	2,000 00
O. Brownell	2′, 800 00
	16, 800 00
NEW ENGLAND MUTUAL MARINE INSURANCE COMPANY, BOST	ON
Insurers on personal property for Hudson Winslow	\$1,000 00
COMMERCIAL MUTUAL MARINE INSURANCE COMPANY, NEW I Insurers on vessel for John A. Wood	BEDFORD. \$1,000 00
COLUMBIAN INSURANCE COMPANY, NEW YORK.	
Insurers on vessel and outfit for H. A. Barling & A. H.	
Davis	<b>\$</b> 3, 050 00
NEWBODOL WAS INDEADOR COMPANY NEW YORK	
METROPOLITAN INSURANCE COMPANY, NEW YORK. Insurers on vessel for Slocum Allen	<b>\$</b> 800 00
List of papers.	
OWNERS.	
<ul> <li>a. Sworn memorial in behalf of owners; b. Certified c ter's protest; c. Sworn memorial; d. Certified copy e. Certified copy of clearance; f. Certified copy of ma fest.</li> </ul>	of register;
HUDSON WINSLOW, (MASTER,) NEW BEDFORD, MASSACHUSET a. Letter from W. W. Crapo, transmitting—b. Claim statement of facts.	rs. ant's sworn
THOMAS SANFORD, (FIRST OFFICER,) NEW BEDFORD, MASSACI a. Letter from W. W. Crapo, transmitting—b. Claims statement of facts.	iusetts. ant's sworn
atlantic mutual insurance company.  a. Sworn memorial; b. Certified copy of master's protes fied copy of register.	st; c. Certi-
For loss paid Thomas Knowles & Co.:  a. Copy of insurance policy; b. Copy of assignment of	claim.
The state of the s	

For loss paid George Barney:

a. Copy of insurance policy; b. Copy of assignment of claim.

## Isabella-James Maury-Jireh Swift.

For loss paid Union Mutual Insurance Company, New Bedford:

a. Copy of insurance policy; b. Assignment of Deborah Goddard to Atlantic Mutual Insurance Company.

For loss paid Wright Brownell:

a. Copy of insurance policy; b. Assignment'of claim.

For loss paid O. Brownell:

a. Copy of insurance policy; b. Assignment of claim.

NEW ENGLAND MUTUAL MARINE INSURANCE COMPANY.

For loss paid Hudson Winslow:

a. Sworn memorial; b. Duplicate certified copies of master's protest; c. Copy of insurance policy; d. Receipt and assignment.

COMMERCIAL MUTUAL MARINE INSURANCE COMPANY.

For loss paid John A. Wood:

a. Sworn memorial; b. Copy of insurance policy.

COLUMBIAN INSURANCE COMPANY.

For loss paid H. A. Barling and A. H. Davis:

a. Letter of Townsend Scudder, inclosing—b. Sworn memorial; c.
 Certified copy of register; d. Copy of insurance policy; e. Letter of reclamation.

METROPOLITAN INSURANCE COMPANY.

For loss paid Slocum Allen:

a. Letter of reclamation.

## JAMES MAURY.

The whale-ship James Maury of New Bedford; of  $394\frac{6}{9}\frac{4}{5}$  tons burden. Reuel W. Cunningham master. Owned by Charles R. Tucker & Co.,  $\frac{1}{2}$ ; Edward D. Mandell, administrator,  $\frac{1}{4}$ , all of New Bedford; and Henry A. Barling and Abner H. Davis, of New York, and Edward D. Mandell, of New Bedford, executors,  $\frac{1}{4}$ . Sailed from New Bedford on a whaling voyage, and on June 26, 1865, while in Behring Strait, was captured and bonded by the Shenandoah and the officers and crews of captured vessels were put on board of her and she sailed for the Sandwich Islands.

Total claims filed, \$73,039 43.

Claims.

OWNERS.

Loss on cargo, stores, outfit, and damages..... \$73,039 43.

a. Letter from W. W. Crapo, transmitting—b. Owners sworn memorial; c. Certified copy of register; d. Certified copy of manifest; e. Certified copy of clearance; f; Certified copy of marine protest.

# JIREH SWIFT.

Park Jireh Swift of New Bedford; of  $454\frac{7}{93}$  tons burden. Thomas W. Williams, master. Jireh Swift, Jr., and Frederick S. Allen copartners,  $\frac{1}{32}$ , Oliver and George O. Crocker,  $\frac{3}{32}$ , Thomas W. Williams,  $\frac{3}{32}$ , Pardon Tillinghast,  $\frac{3}{32}$ , James H. Howland,  $\frac{2}{32}$ , Abraham, Delano, and Allen

# Jireh Swift-Lizzie M. Stucey.

Case, copartners,  $\frac{3}{32}$ , Joseph Clarke,  $\frac{2}{32}$ , Jirch Swift, jr., trustee for Nancy S. Billings,  $\frac{3}{32}$ , Humphrey H. Swift,  $\frac{2}{32}$ , and William A. Russell,  $\frac{1}{32}$ , owners. Sailed from Honolulu April 11, 1865, on a whaling voyage. On June 22, 1865, when in the North Pacific Ocean, about thirty miles from Cape Thaddeus, was captured and burned by the Shenandoah.

Total claims filed, \$225,880 75.

#### Claims.

Loss of whalebone and oil on board  Loss of prospective catch		00 00 00 50
	223, 587	
THOMAS W. WILLIAMS, (MASTER.)  Loss of personal effects	<b>\$96</b> 3	00
JAMES O. AVELINE, (FIRST MATE.) Loss of personal effects	<b>\$</b> 180	25
JOSEPH B. SMITH, (SECOND OFFICER,) NEW BEDFORD, MASSAC Loss of personal effects, &c	CHUSETTS	3. 00

## List of papers.

# OWNERS.

- a. Sworn memorial; b. Certified copy of protest; c. Certified copy of register; d. Certified copy of clearance; c. Certified copy of master's manifest.
- THOMAS W. WILLIAMS, (MASTER.)
  - a. Inventory of personal property. (For other proofs see owners' papers above.)
- JAMES O. AVELINE, (FIRST MATE.)
  - a. Inventory of personal property. (For other proofs see owners' papers above.)
- JOSEPH B. SMITH, (SECOND OFFICER,) NEW BEDFORD, MASSACHUSETTS.
  - a. Letter from W. W. Crapo, transmitting—b. Claimant's sworn statement of facts.

# LIZZIE M. STACEY.

Schooner Lizzie M. Stacey of Boston; of  $140\frac{2}{9}\frac{4}{5}$  tons burden. William H. Archer, master. Edward M. Brewer, Charles Brewer, and Charles H. Lunt, copartners,  $\frac{3}{4}$ , Samuel W. Swett,  $\frac{1}{4}$ , owners. Sailed from Boston October 4, 1864, with cargo of merchandise for Honolulu. On November 13, 1864, was captured, plundered, and burned by the Shenandoah.

Total claims filed, \$42,257 50.

#### Claims.

OWNERS.		•	
Loss of vessel	<b>\$24</b> ,	500	.00
Loss of cargo	(10,	000	00

# Lizzie M. Stacey.

Loss of freight-money	\$3,000 1,000	00 00
Received insurance	38, 500 28, 000	00
Leaving a balance claimed by owners	10, 500	00
W. H. ARCHER, (MASTER.) Loss of personal property and expenses	\$707	50
FRANCIS M. ASHTON. Loss of personal property, and personal injuries	<b>\$</b> 3,050	00
COLUMBIAN INSURANCE COMPANY, NEW YORK. Insurers on vessel for American Insurance Company, of Boston	\$5,000 1,000 3,000 9,000	00
NATIONAL INSURANCE COMPANY, BOSTON. Insurers on vessel for C. Brewer & Co. Insurers on cargo	\$5,000 3,000 1,000 9,000	00 00
BOYLSTON FIRE AND MARINE INSURANCE COMPANY, BOSTON. Insurers on commissions on property on board schooner, for Charles Brewer & Co	\$1,000	
MERCANTILE MARINE INSURANCE COMPANY, BOSTON. Insurers on vessel, for Charles Brewer & Co Insurers on freight	\$5,000 1,000 3,000	00
	9,000	00

# List of papers.

#### OWNERS

a. Sworn memorial; b. Certified copy of register; c. Certified copy of power of attorney of Samuel W. Swett to Charles Brewer & Co.; d. Certified copy of master's protest; c. Certified copy of marine inspector's certificate, &c., as to value of vessel; f. Certified copy of certificate of Daniel Foster, Samuel M. Carter, of Hawaiian Islands, as to value of vessel there; g. Certified copy of certificate of James Makee, of Hawaiian Islands, of his intention to purchase vessel for \$14,000 in gold on her arrival; h. Certified copies of certificates of clearance and manifest; i. Certified copy of invoice.

W. H. ARCHER, (MASTER.)

a. Letter of J. H. Millet, inclosing—b. Statement of loss,

# Lizzie M. Stacey-Martha.

FRANCIS M. ASHTON, (MARINER.)

a. Sworn statement of claim and letter; b. Letter to Secretary of State.

COLUMBIAN INSURANCE COMPANY.

For loss paid American Insurance Company:

a. Sworn memorial of receivers; b. Two letters of reclamation as to vessel; c. Certified copy of register; d. Certified copy of master's protest; e. Certified copy of re-insurance policy on freight and cargo; f. Bill of lading; g. Two assignments of American Insurance Company to Columbian Insurance Company; h. Memorandum of insurance; i. Two letters.

NATIONAL INSURANCE COMPANY, BOSTON.

For loss paid Charles Brewer & Co.:

a. Memorial; b. Certified copy of policy of insurance; c. Certified copy of insurance receipt and assignment of claim.

NATIONAL INSURANCE COMPANY, BOSTON.

For loss paid Charles Brewer & Co.:

a. Sworn memorial; b. Copy of policy of insurance; c. Copy of insurance receipt and assignment of claim.

MERCANTILE MARINE INSURANCE COMPANY, BOSTON.

For loss paid Charles Brewer & Co.:

a. Sworn memorial; b. Policy of insurance; c. Receipt for insurance and assignment.

#### MARTHA.

Bark Martha of New Bedford; of  $359\frac{7}{3}$ ; tons burden. Joshua L. Macomber, master. William T. Smith,  $\frac{2}{32}$ ; William Q. Brownell,  $\frac{19}{32}$ ; John A. Wood,  $\frac{2}{32}$ ; Joseph W. Cornell,  $\frac{1}{32}$ ; William H. Seabury, administrator of Major Brownell, deceased,  $\frac{1}{32}$ ; Daniel Horner,  $\frac{2}{32}$ ; William H. Seabury,  $\frac{1}{32}$ ; Andrew B. Potter,  $\frac{1}{32}$ ; 1ra Potter and William W. Crapo, administrator of Bernard H. Daily, deceased,  $\frac{2}{32}$ , owners. Sailed from Honolulu April 3, 1865, on a whaling voyage. On 28th June, between Cape East and the North Cape of St. Lawrence Bay, six miles from western shore, was captured, plundered, and burned by the Shenandoah. Total claims filed, \$303,858 98.

#### Claims.

C vat viitos		
OWNERS.		
Loss of vessel	<b>\$</b> 25, 000	00
Loss of outfit	35, 000	
Loss of whalebone and oil on board		
Damage by breaking up of voyage		
•	261, 968	75
(Claimants protest against any diminution of the amou by reason of insurance.)	nt of cl	aim
JOSHUA L. MACOMBER, (MASTER.)  Loss of personal effects and for expenses incurred	<b>\$</b> 3, 175	5 00

JAMES DOWDEN, (FIRST MATE.)

Loss of personal effects and for expense incurred ..... \$700,00

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#### Martha.

CHARLES H. SMITH, (SECOND MATE.)  Loss of personal effects and for expense incurred	<b>\$625</b> 00
WM. W. COX, (FOURTH OFFICER,) FAIR HAVEN, MASS. Loss of personal effects, &c	<b>\$</b> 540 23
MERCANTILE MUTUAL INSURANCE COMPANY, NEW YORK. Insurers on vessel for Joseph W. Cornell	<b>\$1,000 00</b>
ATLANTIC MUTUAL INSURANCE COMPANY, NEW YORK. Insurers on vessel and outfit for— William H. Seabury. William T. Smith. Daniel Horner. A. B. Potter John A. Wood. William O. Brownell William F. Smith William O. Brownell	\$3,000 00 2,500 00 2,000 00 700 00 2,500 00 10,000 00 2,500 00 10,000 00
	33, 200 00
BERNARD H. DAILEY, (DECEASED.) WM. W. CRAPO AND WM NEW BEDFORD, MASS., ADMINISTRATORS.  Loss of cargo	. T. SMITH, \$2,650 00
List of naners	- /

# List of papers.

#### OWNERS.

- a. Sworn memorial; b. Certified copy of master's protest; c. Certified copy of register; d. Certified copy of clearance; c. Certified copy of master's manifest.
- JOSHUA L. MACOMBER, JAMES DOWDEN, AND CHARLES H. SMITH.

  a. Sworn joint memorial; b. Letter of William H. Taylor.
- WM. W. COX, (FOURTH OFFICER,) FAIR HAVEN, MASS.
  - a. Letter from W. W. Crapo, transmitting—b. Claimant's sworn statement of facts.
- MERCANTILE MUTUAL INSURANCE COMPANY.

For loss paid Joseph W. Cornell:

a. Sworn memorial; b. Certified copy of register; c. Insurance policy; d. Assignment of claim; e. Affidavit of Joseph W. Cornell of sole insurance in Mercantile Mutual Insurance Company.

ATLANTIC MUTUAL INSURANCE COMPANY, NEW YORK.

a. Sworn memorial; b. Certified copy of register; c. Certified copy of protest.

For loss paid William H. Seabury:

a. Copies of two policies of insurance; b. Assignment of claim.

For loss paid William T. Smith:

a. Copies of two policies of insurance; b. Assignment of claim; c. Assignment as attorney of Bernard H. Daily.

For loss paid Daniel Horner:

a. Copy of policy of insurance; b. Assignment of claim.

For loss paid A: B. Potter:

a. Copy of policy of insurance; b. Assignment of claim.

168, 174 50

#### Martha-Milo-Nassau.

For loss paid John A. Wood:

a. Copy of policy of insurance; b. Assignment of claim.

For loss paid William O. Brownell:

a. Copies of two policies of insurance; b. Two assignments of claims.

BERNARD H. DAILEY, (DECEASED.)

a. Letter from W. W. Crapo transmitting — b. Administrator's sworn statement of facts.

#### MILO.

The whale-ship Milo of New Bedford; of  $401\frac{2}{05}$  tons burden. Jonathan C. Hawes, master. Owned by Edward C. Jones,  $\frac{1}{16}$ ; George H. Dunbar,  $\frac{2}{16}$ ; Ann H. Dunbar,  $\frac{1}{16}$ ; Caleb Anthony,  $\frac{1}{16}$ ; Jonathan C. Hawes,  $\frac{1}{16}$ , all of New Bedford. Sailed from New Bedford, on a whaling voyage, and on June 22, 1865, near Cape Thaddeus, was captured and bonded by the Shenandoah, and on the following day the crews of several captured vessels were placed on board the Milo, and sent to San

Total claims filed, \$144,648 50.

#### Claims.

Loss on cargo, stores, outfit, and damages.....\$144, 648 50 OWNERS.

a. Letter from W. W. Crapo, transmitting—b. Owners sworn memorial; c. Certified copy of register; d. Certified copy of clearance; e. Certified copy of manifest; f. Certified copy of marine protest by officers and seamen; g. Affidavit of the master relative to capture.

### NASSAU.

Ship Nassau of New Bedford; of  $407\frac{63}{95}$  tons burden. Samuel Green, master. William C. N. Swift,  $\frac{16}{32}$ ; Eben Perry,  $\frac{6}{32}$ ; Elizabeth Swift, administratrix of Obed N. Swift,  $\frac{1}{32}$ ; Sarah S. Randall,  $\frac{1}{32}$ ; Henry Wilcox,  $\frac{1}{32}$ ; Hannah P. Paine, wite of William C. Paine,  $\frac{4}{32}$ , owners. Sailed April 22, 1865, on a whaling voyage; on June 28, 1865, while at anchor within the headlands of Cape East and the North Cape of St. Lawrence Bay, was captured by the Shenandoah and burned. Total claims filed, \$241,574 50.

# Claims.

OWNERS.		
Loss of vessel	\$30,000	00
Loss of outfits		
Loss of whalebone and oil on board	9, 424	<b>50</b>
Damage by breaking up of voyage	78, 750	00

(Owners' protest against any diminution of above claim by reason of insurance obtained by them.) Digitized by GOOGIC

#### Nassau.

SAMUEL GREEN, (MASTER.) Loss of personal effects	<b>\$</b> 900	00
SUN MUTUAL INSURANCE COMPANY, NEW YORK. Insurers on vessel and outfits for William C. N. Swift	<b>\$10,000</b>	00
METROPOLITAN INSURANCE COMPANY, NEW YORK. Insurers on vessel for estate of Obed N. Swift, (Elizabeth Swift, administratrix) Insurers on vessel for W. C. N. Swift	\$7,000 2,000	
•	9,000	00
ATLANTIC MUTUAL INSURANCE COMPANY, NEW YORK. Re-insurers on vessel and outfits for Union Mutual Insurers on vessel and outfits for estate of O. N. Swift. Charles S. Randall William C. N. Swift Eben Perry	\$17,000 2,500 2,000 15,000 11,000	00 00 00
	47, 500	00
UNION MUTUAL MARINE INSURANCE COMPANY, NEW BEDFOI Insurers on vessel and outfit for William C. N. Swift Less \$17,000 re-insured in Atlantic Mutual Insurance Company, and \$2,000 re-insured in Metropolitan Insurance Company, New York	\$25,000	00
Tint of namous		==
OWNERS.	_	
<ul> <li>a. Sworn memorial; b. Certified copy of master's protestied copy of register; d. Certified copy of clearance; copy of master's manifest; f. Letter of William C. Paclaim for his wife's interest, afterward restated in mabove.</li> <li>SAMUEL GREEN, (MASTER.)</li> </ul>	<i>e</i> . Certifi ine, maki	ied ing
a. Affidavit of losses. (Appended to a above.)  SUN MUTUAL INSURANCE COMPANY, NEW YORK.  For loss paid William C. N. Swift:  a. Sworn memorial of president; b. Policy of insurance METROPOLITAN INSURANCE COMPANY, NEW YORK.  For loss paid executors of O. N. Swift:	e.	
<ul><li>a. Letter of reclamation.</li><li>For loss paid W. C. N. Swift:</li></ul>		
<ul> <li>a. Letter of reclamation.</li> <li>ATLANTIC MUTUAL INSURANCE COMPANY.</li> <li>a. Sworn memorial; b. Letter of J. D. Jones, trans above; c. Certified copy of register; d. Certified coter's protest.</li> </ul>	mitting (opy of m	the as-
For loss and Hair Materal Language Comment		

For loss paid Union Mutual Insurance Company:

a. Copy of policy to Union Mutual Insurance Company; b. Assignment of W. C. N. Swift to Atlantic Mutual Insurance Company.

#### Nassau-Nimrod.

For loss paid estate of O. N. Swift:

- a. Copy of policy of insurance; b. Assignment of Elizabeth Smith, administrator, by W. C. N. Swift, attorney.
- For loss paid Charles S. Randall, attorney of Sarah S. Randall:
  - a. Copy of policy of insurance; b. Assignment of claim.

For loss paid W. C. N. Swift:

a. Copy of policy of insurance; b. Assignment of claim.

For loss paid Eben Perry:

a. Copy of policy of insurance; b. Assignment of claim.

UNION MUTUAL INSURANCE COMPANY, NEW YORK. For loss paid Wm. C. N. Swift:

a. Sworn memorial; b. Copy of policy of insurance.

#### NIMROD.

Bark Nimrod of New Bedford; of 34067 tons burden. James M. Clark, master. William Gifford,  $\frac{4}{16}$ ; Luthan Potter,  $\frac{1}{16}$ ; J. & W. Sherman & Co.,  $\frac{4}{16}$ ; Jonathan P. Gifford,  $\frac{2}{16}$ ; Isaac R. Gifford,  $\frac{2}{16}$ ; Nathaniel C. Carey,  $\frac{2}{16}$  Nehemiah P. Baker,  $\frac{1}{16}$ , owners. Sailed from New Bedford April 15, 1863, on a whaling voyage. On June 25, 1865, off Indian Point, Behring Strait, was captured and burned by the Shenandoah.

Total claims filed, \$275,919 87.

#### Claims.

OWNERS.		
Loss of vessel	\$20,000	00
Loss of outfits	40,000	
Loss of whalebone and oil on board	23, 781	
Damage from breaking up of voyage	154,500	00
	238, 281	87
(Owners protest against any diminution of claim by insurance obtained by them.)		of
JAMES M. CLARK, (MASTER,) SOUTH MIDDLEBORO, MASSACHUS Loss of personal effects, &c	SETTS.	OO.
noss of personal enects, do	<b>\$1,100</b>	
WELLINGTON WEAVER, (FIRST OFFICER.)	<b>\$~00</b>	
Loss of personal effects.	\$500	
Loss of interest in cargo	4,000	
Loss of prospective catch	4,000	UU
	8, 500	00
ATLANTIC MUTUAL INSURANCE COMPANY, NEW YORK. Insurers on vessel and outfit for—		
William Gifford	<b>\$</b> 8,000	00
N. C. Carey	3,000	00
N. P. Baker	2, 000	00
Luthan Potter	<b>_2</b> , 000 _	00
Wanton H. Sherman and Jirch Sherman Digitized by	G4,000	00

# Nimrod-Sophia Thornton.

Insurers on outfits and catchings for-	
Wanton H. Sherman	\$1,000 00
Humphrey Sherman	3,000 00
Insurers on outfits and vessel for Jonathan P. Gifford	4,000 00
Insurers on catchings for James M. Clark	

28,000 00

# List of papers.

OWNERS.

a. Sworn memorial; b. Certified copy of protest; c. Certified copy of clearance; d. Certified copy of register; e. Certified copy of master's manifest.

JAMES M. CLARK, (MASTER,) SOUTH MIDDLEBORO.

a. Letter from W. W. Crapo, transmitting—b. Claimant's sworn statement of facts.

WELLINGTON WEAVER, (FIRST OFFICER.)

a. Letter of Haycock & Huefner to Secretary of the Treasury, inclosing—b. Sworn memorial; c. Power of attorney to Haycock & Huefner; d. Two letters to Secretary of State.

ATLANTIC MUTUAL INSURANCE COMPANY.

a. Letter of J. D. Jones, inclosing—b. Sworn memorial; c. Certified copy of protest of master; d. Certified copy of register.

For loss paid Wm. Gifford:

a. Copy of policy of insurance; b. Assignment of claim.

For loss paid N. C. Carey:

a. Copy of policy of insurance; b. Assignment of claim.

For loss paid N. P. Baker:

a. Copy of policy of insurance; b. Assignment of claim.

For loss paid Luthan Potter:

a. Copy of policy of insurance; b. Assignment of claim.

For loss paid Ocean Mutual Insurance Company:

- a. Copy of policy of insurance; b. Assignment of claim. For loss paid Wanton H. Sherman:
  - a. Copy of policy of insurance; b. Assignment of claim.

For loss paid Humphrey Sherman:

a. Copy of policy of insurance; b. Assignment of claim.

For loss paid John P. Gifford:

a. Copy of policy of insurance; b. Assignment of claim.

For loss paid James M. Clark:

a. Copy of policy of insurance; b. Assignment of claim.

## SOPHIA THORNTON.

Ship Sophia Thornton of New Bedford; of  $426\frac{a}{95}$  tons burden. Moses G. Tucker, master. John R. Thornton,  $\frac{12}{96}$ ; Walter S. Thornton,  $\frac{6}{96}$ ; Sophia B. Thornton,  $\frac{4}{96}$ ; Dennis Wood,  $\frac{18}{96}$ ; Eliza Ann Nye, administratrix of Willard Nye,  $\frac{12}{96}$ ; Joseph Vera,  $\frac{6}{96}$ ; Abraham Delano,  $\frac{3}{96}$ ; Allen Case,  $\frac{3}{96}$ ; Ellery T. Taber,  $\frac{12}{96}$ ; Charles Spooner,  $\frac{3}{96}$ ; Noah Spooner,  $\frac{3}{96}$ ; John L. Bullard, administrator of Sarah W. Bullard, deceased,  $\frac{4}{96}$ ; Susan G.

# Sophia Thornton.

Powell,  $\frac{4}{96}$ , owners. Sailed May 12, 1865, from Honolulu on a whaling voyage; on June 22, 1865, when in the Anadeer Sea, forty miles east of Cape Thaddeus, was captured and burned by the Shenandoah.

Total claims filed, \$138,384 31.

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<b>!</b> :/	аітя.	

OWNERS.		
Loss on vessel	<b>\$</b> 25,000	
Loss of outfits	34,283	44
Loss of prospective catch	51, 100	00
•	110, 383	44
(Owners protest against any diminution of claim by partial insurance.)	reason	of
MOSES G. TUCKER, (MASTER,) DARTMOUTH, MASSACHUSETTS. Loss of personal effects, &c	\$2,176	87
JOHN W. THOMPSON, (CHIEF MATE.)		=
Loss of personal effects and return passage	\$674	00
OCEAN MUTUAL INSURANCE COMPANY, NEW BEDFORD. Insurers on vessel and outfit for Noah Spooner Insurers on vessel and outfit for Charles Spooner	\$1,500 1,550	
	3, 050	00
COMMERCIAL MUTUAL MARINE INSURANCE COMPANY, NEW I	BEDFORD.	
Insurers on vessel and outfit for John R. Thornton	<b>\$6,000</b>	00
Insurers on vessel and outfit for Willard Nye	9, 000	00
	15,000	00
TIMON MUTHAL MADINE THOUGHNESS COMPANY NEW DESIGNATION		
UNION MUTUAL MARINE INSURANCE COMPANY, NEW BEDFO		ΛΛ
Insurers on vessel and outfit for John R. Thornton	<b>\$9,000</b>	
•		

# List of papers.

OWNERS.

- a. Sworn memorial; b. Certified copy of master's protest; c. Certified copy of clearance; d. Certified copy of register; e. Certified copy of master's manifest.
- MOSES G. TUCKER, (MASTER,) DARTMOUTH, MASSACHUSETTS.
  a. Letter from W. W. Crapo, transmitting—b. Claimant's sworn statement of facts.
- JOHN W. THOMPSON, (CHIEF MATE.)
  - a. Sworn memorial.
- OCEAN MUTUAL INSURANCE COMPANY.
  - a. Sworn memorial.
  - For loss paid Noah Spooner:
    - a. Copy of policy of insurance.
  - For loss paid Charles Spooner:
  - a. Copy of policy of insurance.
- COMMERCIAL MUTUAL MARINE INSURANCE COMPANY.
  - a. Sworn memorial.

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# Sophia Thornton-Susan-Susan Abigail.

For loss paid John R. Thornton:

a. Copy of policy of insurance.

For loss paid Willard Nye:

a. Copy of policy of insurance.

UNION MUTUAL MARINE INSURANCE COMPANY.

For loss paid John R. Thornton:

a. Sworn memorial; b. Copy of policy of insurance.

# SUSAN.

Brig Susan of New York; of 134 tons burden. F. W. Hansen, master. C. H. H. Meyer, sole owner. Sailed from Cardiff September 26, 1864, bound for Brazil, laden with coal; on 10th November, was captured and sunk by the Shenandoah.

Total claims filed, \$14,500.

#### Claims.

OWNER.  Loss of vessel  Freight-money	\$12,000 2,500	00 00
	14, 500	00

# List of papers.

OWNER.

a. His letter, stating claim and inclosing—b. Certified copy of register; c. Certified copy of translation of master's protest made before Portuguese consul at Bahia.

#### SUSAN ABIGAIL.

Brig Susan Abigail of San Francisco; of 159% tons burden. F. S. Redfield, master. Shed & Wright, owners and agents. Sailed April 27, 1865, from San Francisco on a whaling voyage; on June 23, 1865, while steering north from Cape Thaddeus, was captured and burned by the Shenandoah.

Total claims filed, \$227,848 37.

### Claims.

OWNERS.		
Loss of vessel	<b>\$10,000</b>	00
Outfit	14, 397	25
Goods on board for trading	18, 726	12
Prospective catch	95, 975	00
Prospective trade	88, 750	00

227,848 37

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# Susan Abigail—Waverly.

# List of papers.

#### OWNERS.

a. Sworn memorial; b. Sworn declaration of several whaler captains as to probable catch; c. Statement of loss; d. Certified copy of master's protest; e. Letter of Shed & Wright, transmitting the above.

## WAVERLY.

Bark Waverly of New Bedford; of  $327\frac{8}{93}$  tons burden. Richard Holly, master. David B. Kempton,  $\frac{7}{32}$ ; Rudolphus Beetle,  $\frac{7}{32}$ ; Peleg Slocum, surviving partner of firm of P. & F. Slocum,  $\frac{5}{33}$ ; J. A. Rogers,  $\frac{2}{32}$ ; William J. Rotch,  $\frac{2}{37}$ ; Elizabeth D. Potter, administratrix of Stephen N. Potter,  $\frac{2}{32}$ ; Charles E. Hawes,  $\frac{7}{32}$ ; owners. Sailed from Honolulu April 16, 1865, on a whaling voyage. On the 28th of June, when eight miles south of Diomede Islands, in Behring Strait, was captured and burned by the Shenandoah.

Total claims filed, \$228,513 25.

## Claims.

OWNERS.	
Loss of vessel	<b>\$</b> 20,000 00
Loss of outfit	30,000 00
Loss of oil and bone on board	34,655 25
Loss of prospective catch	110,876 00
	195, 531 25
(O	
(Owners protest against any diminution of their claim insurance.)	by reason of
RICHARD HOLLY, (MASTER.)	
Loss of personal effects	<b>\$1,732 00</b>
-	
ATLANTIC MUTUAL INSURANCE COMPANY, NEW YORK.	
Insurers on vessel and outfit for—	
Elizabeth D. Potter	<b>\$3,000 00</b>
P. & F. Slocum	2,500 00
David P. Kempton	
Union Mutual Insurance Company	2,750 00
W. J. Rotch	1,000 00
Charles E. Hawes	4,000 00
Rudolphus Beetle	7,000 00
Charles E. Hawes	1,000 00
Oualies E. Hawes	4,000 00
	31, 250 00

# List of papers.

#### OWNERS.

a. Sworn memorial; b. Certified copy of master's protest; c. Certified copy of clearance; d. Certified copy of register; e. Certified copy of master's manifest.

# Waverly-William Thompson.

RICHARD HOLLY, (MASTER.)

a. Sworn memorial.

ATLANTIC MUTUAL INSURANCE COMPANY.

a. Sworn general memorial; b. Certified copy of master's note of protest; c. Certified copy of master's extended protest; d. Certified copy of register.

For loss paid the insured respectively as named in claim, fourteen papers, viz: In each case a copy of insurance policy and original assignments of each of the insured to Atlantic Mutual Insurance Company.

# WILLIAM THOMPSON.

Ship William Thompson of New Bedford;  $495^{+3}_{4,5}$  tons burden. Francis C. Smith, master. William C. N. Swift,  $\frac{10}{16}$ ; Eben Perry,  $\frac{3}{16}$ ; Jacob A. Howland,  $\frac{1}{16}$ ; Elizabeth Swift, administratrix of estate of Obed N. Swift,  $\frac{1}{16}$ ; Francis C. Smith, of Edgartown,  $\frac{1}{16}$ , owners. Sailed from Honolulu April 26, 1865, on a whaling voyage. On June 21, 1865, when in the North Pacific Ocean, about eighteen miles south of Cape Thaddeus, was captured and burned by the Shenandoah.

Total claims filed, \$290,843 75.

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$\mathbf{v}_{\mathbf{u}}$	tillto.

OWNERS.			
Loss of vessel	\$35,	000	00
Loss on outfits	55,	000	00
Loss on whalebone and oil on board		093	
Loss on prospective catch		250	
	236,	343	75
(Owners protest against any diminution of their claim of insurance obtained by them, beyond, at most, the a ally paid to them by the insurers.)			
COMMERCIAL MUTUAL MARINE INSURANCE COMPANY OF NEV	W BE	DFO	RD.
Insurers on vessel and outfit for Jacob A. Howland	\$3.	500	00
Insurers for William C. N. Swift.		000	
	15,	500	00
OCEAN MUTUAL INSURANCE COMPANY, NEW BEDFORD.			
Insurers on vessel and outfit for William C. N. Swift	<b>\$6.</b>	000	00
Insurers on vessel and outfit for Eben Perry	- /	500	
	16,	500	00
UNION MUTUAL MARINE INSURANCE COMPANY, NEW BEDFOR			
Insurers on vessel and outfit for William C. N. Swift	\$22,	500	00

# List of papers.

a. Sworn memorial; b. Certified copy of master's protest; c. Certified copy of register; d. Certified copy of clearance; c. Certified copy of manifest.

# William Thompson-William C. Nye.

COMMERCIAL MUTUAL MARINE INSURANCE COMPANY.

a. Sworn general memorial.

For loss paid Jacob A. Howland:

a. Copy of insurance policy.

For loss paid William C. N. Swift:

a. Copy of insurance policy.

OCEAN MUTUAL INSURANCE COMPANY.

a. Sworn memorial.

For loss paid William C. N. Swift:

a. Copy of policy of insurance.

For loss paid Eben Perry:

a. Copy of policy of insurance.

UNION MUTUAL MARINE INSURANCE COMPANY. For loss paid William C. N. Swift:

a. Sworn memorial; b. Copy of policy of insurance.

## WILLIAM C. NYE.

Ship William C. Nye of San Francisco; of 38935 tons burden. McRuer & Merrill,  $\frac{7}{16}$ ; Alfred Tubbs,  $\frac{1}{16}$ ; George H. More,  $\frac{2}{16}$ ; William Hoar,  $\frac{1}{16}$ ; Charles Hare,  $\frac{2}{16}$ ; P. H. Cooty,  $\frac{3}{16}$ , owners. Sailed from San Pedro, California, March 27, 1865, on a whaling cruise. June 26, 1865, was captured and burned by the Shenandoah, in the Arctic Ocean, within three miles of the coast of Cape Chaplin.

Total claims filed, \$305,837 50.

## Chaime

Ciaims.		
Loss of outfit	20,000 00 7,087 50	) )
P. H. COOTY, (MASTER.) Loss of personal property Loss by breaking up of voyage	\$625 00 5,000 00	= )
ATLANTIC MUTUAL INSURANCE COMPANY, NEW YORK. Insurers on vessel and outfits for Union Mutual Insurance Company of New Bedford	\$20,000 00	=
		=

## List of papers.

#### OWNERS.

a. Letter of J. C. Merrill & Co., inclosing—b. Statement of loss; c. Certified copy of master's protest; d. Letter of J. C. Merrill, transmitting — e. Memorial of J. C. Merrill; f. Affidavit of master and seamen as to probable catch; g. Letter of J. C. Merrill & Co., inclosing—h. Sworn supplementary memorial of

# William C. Nye-Daniel Trowbridge-Eben Dodge.

owners; i. Certified copy of certificate of naturalization of Charles Hare; j. Insurance policy of Union Mutual Insurance Company to Edward Merrill; k. Certified copy of register; l. Certified copy of whaleman's shipping paper; m. Certified copy of crew list.

- P. H. COOTY, SAN FRANCISCO.
  - a. Letter from Lamson & Walker, presenting claim.
- ATLANTIC MUTUAL INSURANCE COMPANY, NEW YORK.

For loss paid Union Mutual Insurance Company, New Bedford:

a. Letter of J. D. Jones, transmitting—b. Sworn memorial; c.

Certified copy of master's protest; d. Copy of register; e. Copy of policy to Union Mutual Insurance Company; f. Assignment of McRuer & Merrill to Atlantic Mutual Insurance Company.

# BY THE SUMTER.

#### DANIEL TROWBRIDGE.

Schooner Daniel Trowbridge; --- tons burden. W. H. Morrow. master. On December 8, 1861, was captured by the Sumter. Total claims filed, \$7,645 83.

Claim.

CHARLES H. LYON, (MASTER,) PECULIAR, MISSOURI. 

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# List of papers.

CHARLES H. LYON, (MASTER.)

a. Sworn statement and memorandum of loss.

## EBEN DODGE.

Bark Eben Dodge of New Bedford. Was captured and destroyed December 7, 1861, by the Sumter. (No other information given.) Total claim filed, \$2,250.

#### Claim.

MUTUAL MARINE INSURANCE COMPANY, NEW BEDFORD. Insurers on vessel and outfits.... \$2,250 00

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# Eben Dodge-Joseph Parks-Adriatic.

# List of papers.

MUTUAL MARINE INSURANCE COMPANY, NEW BEDFORD.

For loss paid W. C. Taber:

a. Sworn memorial of company, by president and secretary; b. Copy of policy of Mutual Marine Insurance Company, to W. C. Taber, on vessel.

## JOSEPH PARKS.

Brig Joseph Parks; ——tons burden. Sailed on or about October 1, 1861, on a voyage from Pernambuco to Boston. On December 5, 1861, destroyed by the Sumter, while on said voyage. (No other information given.)

Total claim filed, \$800.

Claim.

WASHINGTON MARINE INSURANCE COMPANY, NEW YORK.

Insurers on vessel and cargo...... \$800 00

# List of papers.

WASHINGTON MARINE INSURANCE COMPANY, NEW YORK.

a. Letter from E. A. Doolittle, inclosing—b. Sworn memorial by vice-president, relating to capture and destruction of vessel, and loss sustained by company as insurers of vessel and cargo.

# BY THE TALLAHASSEE, OR OLUSTEE.

#### ADRIATIC.

Ship Adriatic of New York; of 989½ tons burden. Richard H. Moore, master. Richard H. Moore and heirs of Elisha E. Morgan, owners. Sailed from London for New York, July 7, 1864, with cargo of assorted merchandise. On the 12th of August, 1864, in about latitude 40° 40′ north, longitude 71° 40′ west, was captured and burned, with her cargo, by the Tallahassee.

Total claims filed, \$207.740 87.

#### Claims.

OWNERS.		
Loss of vessel	<b>\$</b> 95,000	00
Loss of freight	13, 615	95
Loss of 100 tons coal	1,000	00
Loss of personal effects of R. H. Moore, master	4, 762	00

**114, 377, 95**Digitized by

#### Adriatic.

COLUMBIAN INSURANCE COMPANY, NEW YORK. Insurers on cargo for Bowne & Co Insurers on cargo for J. R. Lawrence	\$2,000 00 25,000 00
	27,000 00
ATLANTIC MUTUAL INSURANCE COMPANY, NEW YORK. Insurers on cargo for— Benjamin H. Field	#200 00
F. R. & W. C. Fowler	\$380 00 10,644 00
Barber & Brand	5, 460 00 3, 497 00
	19, 981 00
GREAT WESTERN INSURANCE COMPANY, NEW YORK. Insurers on cargo for J. H. Gautier & Co Insurers on cargo for Taft & Tyler Insurers on commissions for J. W. Schmidt	\$3, 900 00 600 00 675 00
	5, 175 00
PACIFIC MUTUAL INSURANCE COMPANY, NEW YORK. Insurers on cargo for M. Ward, Close & Co Insurers on cargo for John L. Thompson, Sons & Co	\$1,041 00 2,600 00
·	3, 641 00
SUN MUTUAL INSURANCE COMPANY, NEW YORK. Insurers on cargo for B. & P. Lawrence	<b>\$9,980</b> 43
JAMES ANDREW, OF CHICAGO.  Loss of personal effects of himself and wife	<b>\$2,014</b> 00
JAMES G. SADD. Loss of case wearing apparel	
JOSEPH JACOBSON. Loss of personal effects	<b>\$5,000</b> 00
WILLIAM A. BAILLIE. Loss of personal effects	\$19, 700 UO
JOSEPH C. GRUBB & CO. (The papers giving amount of this claim were returned tion, and have not been received again at Department	l for correc-
RICHARD HEATH, (PASSENGER,) CLINTON COUNTY, IOWA. Loss of personal effects, &c., (£130 3s.)	<b>\$629</b> 27

# List of papers.

RICHARD H. MOORE AND HEIRS OF E. E. MORGAN, (OWNERS.)

a. Letter, inclosing—b. Statement of facts relative to loss, and amount and nature of claim; c. Affidavit of agent for owners relative to loss and value of ship, freight, &c.; d. Affidavit of R.

#### Adriatic.

H. Moore, relative to loss of personal effects; e. Bill of lading; f. Certified copy of certificate of registry; g. Certified copy of extended protest.

COLUMBIAN INSURANCE COMPANY, NEW YORK.

General paper:

a. Present sworn memorial.

For loss paid Bowne & Co.:

a. Notification of claim as insurers and assignees of Bowne & Co.'s interest in cargo; b. Certified copy of extended protest of master; c. Policy of insurance; d. Certificate that Bowne and Co. are entitled to payment of insurance; c. Certified copy of insurance policy; f. Assignment; g. Certified invoice; h. Bill of lading; i. Memorandum of insurance company; j. Another memorandum of insurance company; k. Affidavit that the Columbian Insurance Company were sole insurers of Bowne & Co.'s interest in cargo.

For loss paid J. R. Lawrence:

a. Notification of claim as insurers and assignees; b. Certified copy of policy, payable to Duncan, Sherman & Co.; c. Bill of lading; d. Notice to make entry on policy; e. Order to pay insurance to J. R. Lawrence; f. Certified copy of receipt for payment of insurance and assignment; g. Affidavit that the Columbian Insurance Company were sole insurers of J. R. Lawrence's interest in cargo; h. Memorandum of insurance company.

ATLANTIC MUTUAL INSURANCE COMPANY, NEW YORK.

General papers:

a. Letter of president, transmitting—b. Memorial, verified by affidavit of secretary, relative to loss of vessel, and praying indemnification; c. Certified copy of extended protest of master of Adriatic.

For loss paid Benjamin H. Field:

a. Bill of lading; b. Assignment of claim; c. Copy of policy.

For loss paid F. R. and W. C. Fowler:

a. Two bills of lading; b. Assignment of claim; c. Copy of policy. For loss paid Barber & Brand:

a. Bill of lading; b. Assignment of claim; c. Copy of policy.

For loss paid Charles Bellows:

a. Bill of lading; b. Assignment of claim; c. Copy of policy.

GREAT WESTERN INSURANCE COMPANY, NEW YORK.

General paper:

- a. Sworn memorial of president, praying indemnification for losses. PACIFIC MUTUAL INSURANCE COMPANY, NEW YORK.
  - a. Sworn memorial of president relative to capture and destruction of vessel;
     b. Certified copy of extended protest of master of Adriatic.

For loss paid M. Ward, Close & Co:

a. Assignment of claim;
 b. Bill of lading;
 c. Certified invoice;
 d. Affidavit that Pacific Mutual Insurance Company were sole insurers.

For loss paid John L. Thompson, Sons & Co.:

a. Bill of lading; b. Certified invoice; c. Affidavit that the Pacific Mutual Insurance Company were sole insurers; d. Assignment of claim.

#### Adriatic-A. J. Bird-Arcole.

SUN MUTUAL INSURANCE COMPANY, NEW YORK.

a. Sworn memorial of president relative to capture and destruction of vessel, &c.

For loss paid B. & P. Lawrence:

a. Certified copy of certificate of registry; b. Certified copy of extended protest of master; c. Bill of lading; d. Policy of insurance.

JAMES ANDREW, CHICAGO.

a. Letter from Mr. Veali to Mr. Farwell, inclosing-b. Affidavit of Mr. Andrew relative to his loss.

JAMES G. SADD, WAUKESHA, WISCONSIN.

- a. Letter from Mr. Sadd relative to his loss; b. Letter of attorney, transmitting—c. Sworn memorial of James G. Sadd relative to his loss; d. Affidavit of Thomas Owles and wife relative to shipment of case of wearing apparel to Mr. Sadd; e. Bill of lading. JOSEPH JACOBSON, NEW YORK.
  - a. Letter from claimant in relation to his loss of personal effects.

WILLIAM A. BAILLIE.

a. Letter of attorney, inclosing—b. Sworn memorial of Mr. Baillie, stating facts connected with and amount of his loss; c. Inventory, with consular seal, of personal effects lost; d. Bill of lading.

JOSEPH C. GRUBB & CO., PHILADELPHIA.

a. Letter from claimants relative to their claim, inclosing memorandum and vouchers; b. Letter from claimants, asking return of inclosures in their previous letter.

#### A. J. BIRD.

Schooner A. J. Bird of Rockland, Maine; of 180 tons burden. J. H. French, master. John Bird, of Rockland, Maine, and others, owners. Was captured, plundered of her valuables, and sunk, on 3d November, 1864. in latitude 39° 20' north, longitude 74° west, by the Olustee.

Total claims filed, \$24, 569.

#### Claims.

# List of papers.

OWNERS.

a. Letter from John Bird, relative to loss of Josiah Achom and A. J. Bird, stating facts noted above.

## ARCOLE.

Ship Arcole of New York; of 66345 tons burden. Theo. Boreham, Joshua Atkins and Edward Atkins, (J. Atkins & Co.,) owners Sailed October 20, 1864, on a voyage from New Orleans to New York laden with sugar. On the 3d of November, 1864, was sunk by Olustee with cargo on board, about twenty miles off Barnegat. Digitized by Google

Total claims filed, \$70, 160.

## Arcole—Empress Theresa.

#### Claims.

PHŒNIX INSURANCE COMPANY, BROOKLYN. Insurers of ship Insurers on freight to be earned	\$10,000 5,000	00 00
	15,000	00
COLUMBIAN INSURANCE COMPANY, NEW YORK. Re-insurers of Commercial Mutual Insurance Company on cargo	<b>\$10,000</b>	00
SUN MUTUAL INSURANCE COMPANY, NEW YORK. Re-insurers of Commercial Mutual Insurance Company on cargo	<b>\$</b> 8,000	00
THEO. BOREHAM, (MASTER,) BROOKLYN, NEW YORK. Loss of personal effects, wages, and primage	\$4, 160	00
COMMERCIAL MUTUAL INSURANCE COMPANY, NEW YORK. Insurers on cargo for John H. Brower	<b>\$33,000</b>	00

# List of papers.

PHŒNIX INSURANCE COMPANY, BROOKLYN. For loss paid J. Atkins & Co.:

> Letter inclosing—a. Statement of facts; b. Certified copy of register; c. Certified copy of marine protest of Captain Boreham and others of crew; d. Policy of insurance on vessel; e. Assignment of claim; f. Policy of insurance on freight-money to be earned; g. Owners' assignment of their interest in freight-money.

COLUMBIAN INSURANCE COMPANY, NEW YORK.

For loss paid Commercial Mutual Insurance Company: a. Sworn memorial; b. Notification of claim; c. Policy of insurance: d. Assignment of Commercial Mutual Insurance Company to Columbian Insurance Company; c. Letter from Dudley Field, attorney, stating that the Olustee was originally called the Tal-

SUN MUTUAL INSURANCE COMPANY, NEW YORK.

For loss paid Commercial Mutual Insurance Company:

a. Sworn memorial; b. Certified copy of register; c. Policy of insurance; d. Affidavit of president; e. Letter from president transmitting—f. Certified copy of marine protest of seamen; g. Captain Boreham's affidavit; h. Letter from Dan'l Drake Smith, president, transmitting—i. Memorial of president; j. Certified copy of invoice; k. Certified copy of bill of lading; l. Assignment of claim; m. Certified copy of marine protest of master.

THEO. BOREHAM.

a. Letter presenting claim; b. Claimant's affidavit relating to the facts; c. Schedule of property.

#### EMPRESS THERESA.

Bark Empress Theresa of Baltimore; of 31547 tons burden. Nathaniel C. Walker, master. John Martin Brandel, owner. Bailed September

# Empress Theresa-Atlantic-Glenavon.

19, 1864, in ballast, on voyage from Rio Janeiro to Baltimore. November 1, 1864, captured and burned by Olustee in latitude 35° 20' north, longitude 74° 10' west.

Total claims filed, \$30,000 00.

Claims.

OWNER.

# List of papers.

OWNER.

a. Sworn memorial relative to the capture of, and his claim for loss of vessel; b. Sworn statement of the captain relative to capture and destruction of vessel, and that he has no interest in the claim; c. Certified copy of general clearance; d. Certified copy of shipper's manifest; e. Certified copy of export manifest; f. Certified copy of register; g. Letter inclosing sworn marine protest before Baltimore authorities, of Captain Walker and mate.

RICHARD HEATH, CLINTON COUNTY IOWA.

a. Sworn memorial of claimant; b. Affidavits of Richard Heath and wife relative to claim; c. Sworn schedule of property; d. Passenger's contract ticket; e. Certificate of naturalization.

#### ATLANTIC.

The schooner Atlantic of Addison, Maine; of 15627 tons burden. Philander W. Look, master. Owned by Thomas Look,  $\frac{5}{16}$ ; Otis Look,  $\frac{2}{16}$ ; Robert M. Look,  $\frac{2}{16}$ ; Moses L. Wass,  $\frac{3}{16}$ ; Wm. V. Bowen,  $\frac{1}{16}$ ; Gowen Wilson,  $\frac{1}{16}$ ; Truman W. Look,  $\frac{1}{16}$ ; and Austin Look,  $\frac{1}{16}$ , all of Addison, Maine. Sailed July 9, 1864, from Machiasport for New York, laden with lumber. On August 11, 1864, when in latitude 40° 19′ north, longitude 72° 27' west, was captured and burned by the Tallahassee.

Total claims filed, \$10,000.

Claims.

OWNERS.

# Lists of papers.

OWNERS.

a. Owners' sworn memorial; b. Certified copy of marine protest of officers and seamen; c. Certified copy of register; d. Affidavit of P. W. Look, master; e. Affidavits of James H. Sawyer, Henry Nash, and John Plummer, relative to value of vessel.

#### GLENAVON.

Bark Glenavon; of 798 1 tons burden. James Watts, master. Burgess, O'Brien & Co., representatives of owners. Sailed from Androssan, Scot-

#### Glenavon-Howard.

land, April 30, 1864, with cargo of pig iron for New York; on 13th of August following was captured and sunk off Nantucket by the Tallahassee.

Total claim filed, \$114,000.

#### Claims.

BURGESS, O'BRIEN & CO., (REPRESENTATIVES OF OWNERS.)  Loss of vessel and cargo  Loss of freight	\$80,000 19,000	00 00
	99, 000	00
COLUMBIAN INSURANCE COMPANY, NEW YORK. Insurers on vessel for Oliver Bryan	<b>\$5,000</b>	00
GREAT WESTERN INSURANCE COMPANY, NEW YORK. Insurers on vessel for Snow & Burgess	<b>\$10,000</b>	00

# List of papers.

BURGESS, O'BRIEN & CO., (REPRESENTATIVES OF OWNERS.)

a. Memorial; b. Certified copy of extended protest of master.

COLUMBIAN INSURANCE COMPANY, NEW YORK.

a. Notification of claim as insurers of Oliver Bryan; b. Sworn memorial of receivers, claiming indemnification for loss paid Oliver Bryan; c. Certified copy of extended protest of master; d. Policy of insurance; e. Attested assignment of claim; f. Affidavit of sole insurance; g. Memorandum, giving date of register and stating Bryan's interest; h. Memorandum of insurance; i. Memorandum statement of claim for loss.

GREAT WESTERN INSURANCE COMPANY, NEW YORK.

a. Sworn memorial of president, claiming indemnification for loss as insurer of Snow & Burgess.

### HOWARD.

Schooner Howard of New York; of  $147^{69}_{95}$  tons burden. W. Bahrt, master. Thomas Clark, owner. Sailed from Bridgeport August 8, 1864, with cargo of coal, for New York. On the 15th of same month, when in longitude 66° 20′ west, latitude 42° 58′ north, was captured and sunk by the Tallahassee.

Total claim filed, \$13,000.

Claim.

ESTATE OF ABOVE-NAMED OWNER.		
Loss of vessel	<b>\$</b> 12,000	00
Loss of freight-money		

#### Howard-James Funck-James Littlefield.

# List of papers.

ESTATE OF THOMAS CLARK. ELLEN CLARK, ADMINISTRATRIX.

a. Sworn memorial of administratrix relative to loss of vessel; b. Certified copy of marine protest of master; c. Certified copy of register; d. Certifled copy of surrogate's certificate of appointment of administratrix.

# JAMES FUNCK.

Pilot-boat James Funck of New York; of 120% tons burden. Robert Yates, master. Robert Yates, A. C. Malcom, C. W. Smith, Edward Fryer, Michael Lyons, and Henry Devere, owners. Sailed from Staten Island, New York, on a cruise, August 10, 1864. On the next day, when about twenty-five miles southeast of Fire Island, was captured by the Tallahassee, and afterward used as an armed cruiser by the so-called Confederate States.

Total claim filed, \$24,000.

Claim.

OWNERS.

Vessel and outfit..... \$24,000 00

# List of papers.

OWNERS.

a. Letter of attorney, transmitting—b. Attorney's statement of facts relative to loss of the James Funck; c. Affidavit of Robert Yates, master and one-sixth owner, as to value of vessel; d. Certified copy of enrollment; e. Certified copy of marine protest of master.

## JAMES LITTLEFIELD.

Schooner James Littlefield of Bangor, Maine; of  $599_{55}^{2}$  tons burden. Heman N. Bartlett, master. James Littlefield and S. T. Chase,  $\frac{1}{8}$ ; P. B. Mills,  $\frac{1}{4}$ ; Jones P. Veazie,  $\frac{1}{8}$ ; A. P. Guild,  $\frac{1}{16}$ ; A. Leighton & J. E. Leighton,  $\frac{1}{16}$ ; Lewellyn J. Morse,  $\frac{1}{16}$ ; Albert Emerson,  $\frac{1}{16}$ ; Edward Ellison,  $\frac{1}{16}$ ; A. D. Manson,  $\frac{1}{16}$ ; Jewett Boynton,  $\frac{1}{16}$ ; and J. W. Humphrey,  $\frac{1}{16}$ ; all of Bangor, owners. Sailed from Cardiff, on the 27th of June, 1864, laden with coals, for New York. On the 14th of August, following, when in longitude  $66^{\circ}$  west, latitude  $42^{\circ}$  20' north, was captured and sunk by the Tallahassee.

Total claim filed, \$3,000.

#### Claim.

COLUMBIAN INSURANCE COMPANY, NEW YORK. Re-insurers on vessel for Union Insurance Company of 

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## James Littlefield-Josiah Achom-Lamont du Pont.

# List of papers.

#### COLUMBIAN INSURANCE COMPANY, NEW YORK.

a. Notification of claim as re-insurers; b. Sworn memorial of receivers; c. Certified copy of master's protest; d. Unattested copy of same; e. Two certified copies of policy of insurance in Columbian Insurance Company; f. Certified copies of policies in Union Insurance Company; g. Certified copy of receipt for payment of insurance; h. Letter from secretary Union Insurance Company to president Columbian Insurance Company, stating amount of risk, and transmitting policy of re-insurance in latter company; i. Letter of same to same, relative to insurance on vessel, and transmitting certified copies of policies mentioned above (f); j. Letter from same to same, relative to loss of and insurance on vessel, and transmitting master's protest—above noted (c); k. Memorandum statement of claim; l. Memorandum of insurance.

# JOSIAH ACHOM.

Schooner Josiah Achom of Rockland, Maine; —— burden. —— Jones, master. John Bird, of Rockland, Maine, and others, owners. Was captured and burned by the Tallahassee, on the 17th of August, 1864, Halifax.

Total claims filed, \$7,500.

Claims.

OWNERS.

# List of papers.

OWNERS.

a. Letter from John Bird stating facts noted above.

## LAMONT DU PONT.

Schooner Lamont du Pont of Wilmington, Delaware; of about 194 tons burden. Lucius E. Corson, master. Sailed from Glace Bay, Cape Breton, August 2, 1864, with cargo of coal, for New York. On the 13th of same month, while in latitude 42° 30′ north, longitude 68° west, was captured and burned by the Tallahassee.

Total claims filed, \$680.

#### Claims.

COLUMBIAN INSURANCE COMPANY, NEW YORK.

# List of papers.

# · COLUMBIAN INSURANCE COMPANY, NEW. YORK.

a. Notification of claim as insurers of J. P. Melledge & Co.;
 b. Sworn memorial of receivers;
 c. Certified copy of master's protest;
 d.

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OWNERS.

# Lamont du Pont-North America-Roan.

Policy of insurance; e. Invoice of 272 tons coal; f. Bill of lading; g. Assignment of claim; h. Memorandum statement of loss; i. Memorandum of insurance; j. Letter from J. P. Melledge & Co. to H. Morris, president of company.

# NORTH AMERICA.

Fishing schooner North America of East Lyme, Connecticut. David C. Manwaring, master. Chas. L. Howard, Edwin Howard, Daniel Howard, and Daniel Howard, jr., owners. While about forty miles from coast of Nova Scotia, on the 17th of August, 1864, was captured by the Tallahassee, and her papers, quadrant, charts, fishing gear, &c., having been appropriated, was sunk.

Total claims filed, \$5,500.

#### Claims.

Loss of vessel	\$4,000 00 750 00
•	4, 750 00

DAVID C. MANWARING, (MASTER.)

Loss of one-half interest in lading of halibut...... \$750 00

# List of papers.

OWNERS AND MASTER.

For loss of vessel and lading:

a. Letter of Hon. A. Brandegee, M. C., transmitting—b. Sworn statement of master; c. Affidavit of Edwin Howard and Daniel Howard, jr.

## ROAN.

Schooner Roan of Salisbury, Massachusetts; Chas. E. Phillips, master. Robert Fowler and others, owners. Sailed from Newburyport, Massachusetts, on the 15th of August, 1864, for the port of Cow Bay, Cape Breton. On the 20th of same month, when in latitude 43°, longitude 62° 18′, was captured and burned by the Tallahassee. (No further information given.)

#### Claims.

OWNERS.

Loss of vessel. (Value not stated.)

# List of papers.

#### OWNERS.

a. Letter of E. W. Raud, notary, transmitting—b. Sworn statement of master relative to capture; c. Affidavit of Robert Fowler confirmatory of above, (b,) with protest and claim for reparation on his own behalf and for the other owners, lightized by

# Spokane-T. D. Wagner-Vapor.

## SPOKANE.

Schooner Spokane of Tremont, Maine; of  $126\frac{3}{55}$  tons burden. Caleb H. Sawyer, master. Caleb H. Sawyer,  $\frac{1}{16}$ , Sophronia Freeman,  $\frac{4}{16}$ , Clara D. Sawyer,  $\frac{1}{16}$ , Julia C. Wyman,  $\frac{2}{16}$ , Amanda B. Tinker,  $\frac{2}{16}$ , Charlotte F. D. Sawyer,  $\frac{2}{16}$ , Emmons Pray,  $\frac{1}{16}$ , Henry Parker,  $\frac{2}{16}$ , owners. Sailed from Calais, Maine, on the 28th of July, 1864, with a cargo of laths, bound for Philadelphia. On the 12th of August following, while prosecuting her voyage, and in latitude  $40^{\circ}$  15', longitude 71° 45', was captured and burned by the Tallahassee.

Total claims filed, \$8,500.

#### Claims.

SOPHRONIA FREEMAN, (REPRESENTATIVE OF OWNERS ABOVE	NAMED.)
Loss of vessel	<b>\$</b> 8,000 00
Loss of freight-money	500 00
	8 500 00

# List of papers.

SOPHRONIA FREEMAN, (REPRESENTATIVE OF OWNERS.)

a. Sworn memorial of representative, transmitting—b. Certified copy of enrollment; c. Certified copy of master's protest.

## T. D. WAGNER.

Brig T. D. Wagner of New York; of 438 tons burden. J. Bergman, master. Owned mostly by Dollner, Potter & Co., New York. November 3, 1864, while on return voyage from Fortress Monroe to New York, was captured and burned by the Olustee about sixty miles from Sandy Hook. Master and crew sent to a southern prison, where the former died.

Total claims filed, \$25,000.

#### Claims.

OWNERS.

Loss of vessel...... \$25,000 00

# List of papers.

OWNERS.

a. Letter from Gilbert Potter, asking if the owners can present a claim, and in what form; b. Two letter from owners relating to the facts and making claim.

#### VAPOR.

Schooner Vapor of New York; of  $312\frac{46}{95}$  tons burden. B. F. Magin, master. William C. Sturgess and others, owners. Sailed on voyage from Beaufort, N. C., to New York, (no date,) laden with rosin, turpentine, and lumber. November 3,1864, was captured by Olustee. November 3,1864,

#### T. D. Wagner-William Bell.

ber 5, 1864, found abandoned at sea and towed into New York. Owners make no claim for damages.

Total claims filed, \$1,005 68.

#### Claims.

### COLUMBIAN INSURANCE COMPANY, NEW YORK.

Insurers on cargo for J. SWinslow	<b>\$</b> 679 52
Insurers on cargo for D. & M. Chauncey	326 16

1,005 68

## List of papers.

#### COLUMBIAN INSURANCE COMPANY, NEW YORK.

For loss paid J. S. Winslow:

a. Sworn memorial relating to loss of company as insurers of cargo; b. Policy of insurance; c. Assignment by J. S. Winslow of his interest to Columbian Insurance Company; d. Notification of claimants as insurers of J. M. Winslow; e. Certified copy of register; f. Marine proposal, with memorandum; g. Memorandums of insurance and adjustment; h. Letter relative to insurance on cargo of J. M. Winslow's interest, and to capture of schooner.

For loss paid D. & M. Chauncey:

a. Policy of insurance; b. Assignment of D. & M. Chauncey of their interest to Columbian Insurance Company; c. Letter of notification of claimants as insurers of D. & M. Chauncey; d. Bill of lading; c. Notice of an additional entry on insurance policy; f. Memorandum giving statement of insurance and adjustment; g. Note inclosing letter from the captain relative to capture of vessel and his imprisonment.

### WILLIAM BELL.

Pilot-boat William Bell of New York. James Callahan,  $\frac{5}{16}$ ; Joseph Henderson,  $\frac{5}{16}$ ; John Van Duzer,  $\frac{4}{16}$ ; William A. Anderson,  $\frac{2}{16}$ , owners, all of Brooklyn, New York. While off New York, on the 11th of August, 1864, was captured and burned by the Tallahassee.

Total claims filed, \$24,000.

#### Claims.

#### OWNERS.

#### List of papers.

#### OWNERS.

a. Attorney's letter, transmitting—b. Sworn statement and claim for owners of James Callahan;
 c. Sworn statement, &c., of John Van Duzer;
 d. Certified copy of the William Bell's enrollment.

The above comprises all claims filed on or before October 4, 1871.

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## MISCELLANEOUS CLAIMS.

(N. B.—The claims hereafter stated were filed subsequent to the making up of the list herein already stated, and prior to the 20th October, 1871. Claims hereafter filed will be included in a later statement.)

## BY THE ALABAMA.

JANSON & BOND, SAN FRANCISCO.  Damages for detention of steamship Ariel and her cargo
by the Alabama. (See ante, page XIX)
Letter from Lawson & Walker, transmitting memorandum of loss.
OWNERS OF THE BARK ALERT, CAPTURED BY THE ALABAMA. (ADDITIONAL CLAIM.) (See ante, page III.)
Prospective catch
Letter from Barling & Davis, transmitting Henry P. Haven's sworn statement of facts; copy of marine protest.
WILLIAM CHILDS, (MASTER OF THE BENJAMIN TUCKER, CAPTURED BY THE ALABAMA,) FALMOUTH, MASSACHUSETTS. (See ante, page XX.)  Loss of personal effects, &c
Letter from W. W. Crapo, transmitting claimant's sworn statement of property lost.
AUGUSTUS H. BENNING, (OF THE DORCAS PRINCE, CAPTURED BY THE ALABAMA,) NEW YORK. (See ante, page XXVI.)
Loss of personal effects, expenses and passage home \$400 00 600 00
1,000 00
Letter from A. K. Hadley, transmitting claimant's sworn memorial; claimant's affidavit relative to value of personal effects; affidavit of John Tighe.
OWNERS OF THE OCMULGEE, CAPTURED BY ALABAMA. (See ante, page LIX.)
Additional to their claim, as stated on ante page LX \$164,010 00
Letter from Samuel Osborn, jr., transmitting statement of loss.
ABRAHAM OSBORN, Jr., (MASTER OF THE OCMULGEE,) EDGARTOWN, MASSACHUSETTS. (See ante, page LIX.)
Loss of personal effects, &c
Letter from Samuel Osborn, jr., transmitting statement of loss,

## By the Alabama.

OWNERS OF THE PALMETTO, CAPTURED BY ALABAMA. (See ant Loss of vessel	
Letter from Arno Wisewell, transmitting sworn memor ren King; power of attorney appointing Warren K register of vessel; affidavit of O. H. Leland relative t capture of vessel; affidavit of Monroe Young relative vessel.	ing agent; o value and
ORREN H. LELAND, (MASTER OF THE PALMETTO,) EDEN, MAIN page LXII.)	E. (See ante,
Loss of nautical instruments and wages	\$433 33
(See papers in claim of owners.)	
RUSSELL & ERWIN MANUFACTURING COMPANY, NEW YORK.  Loss on cargo of the Tycoon, captured by Alabama. (See ante page LXXXV)	\$266 40
Letter from Lawson & Walker, transmitting memorand	lum of loss.
WILLIAM H. BATTELLE, (PASSENGER ON THE TYCOON, CAPTUR ALABAMA; see ante, page LXXXV,) BROOKLYN, NEW YORK.	RED BY THE
Damages on account of capture, imprisonment, detention,	<b>\$</b> 10, 000 <b>°</b> 00
Letter from Townsend Scudder, transmitting sworn st facts and certified copy of register.	atement of
HAVILAND BROS. & CO., NEW YORK, (JOHN D. HICKS, ASSIGNEE. Loss on cargo of the Olive Jane, captured by the Alabama. (See ante, page LX)	\$3,729 12
Letter from Barling & Davis, transmitting letter from Hicks, relative to claim, and his sworn statement of its	n John D.
JOHN SANDERS, (MASTER OF BRIG BARON DE CASTINE,) BANG Damages on account of capture by the Alabama	
Letter from A. J. Chapman, transmitting power of letter from Secretary of Treasury acknowledging memorial and protest; certified copy of marine protes	receipt of
GEORGE N. BRANDON, (SEAMAN,) NEW YORK.  Loss of personal effects, profits, &c., on Ocean Rover, captured by the Alabama. (See ante, page LVIII)	<b>\$1,276 03</b>
Claimant's sworn statement of loss.	

**\$4,054** 82

#### By the Boston-Florida.

## BY THE BOSTON.

Re-insurers on cargo bark Texana (captured by the Boston) for Oriental Mutual Insurance Company	<b>\$400</b>	00
Letter from Charles Abert, transmitting sworn memoria Lathrop, president.	l of F.	s.
BY THE FLORIDA.		
JACOB A. OTTO AND W. H. LETCHFORD, NEW YORK AND NEW Loss on cargo of the Electric Spark, captured by the Florida. (See ante, page CXXXIII)		
Claimants's worn memorial; certified copy of William H. I "declaration of intention" to become a citizen of the States; affidavit of Francis M. Myers relative to ship value of cargo.	he Unit	ted
GEORGE WASHINGTON BROWN, SEAMAN ON THE COMMONWEATURED BY THE FLORIDA. (See ante, page CX.)  Loss of personal effects	\$150	AP- 00
Letter from Nehrbas & Meyer, transmitting claimant's sworial.  M. HELLER & BROS., SAN FRANCISCO.  Loss on cargo of the Commonwealth, captured by the Florida. (See ante, page CX)		•
Letter from Lawson & Walker, New York, transmitting randum of loss.  OSCAR FOSS, SAN FRANCISCO.  Loss on cargo of the Commonwealth, captured by the Florida. (See ante, page CX)		
Letter from Lawson & Walker, New York, transmitting randum of loss.  MEEKER, JAMES & CO., NEWARK, NEW JERSEY.  Loss on cargo of the Commonwealth, captured by the Florida. (See ante, page CX)		
Letter from Lawson & Walker, New York, transmitting	ng mer	no-

Letter from Lawson & Walker, transmitting memorandum of loss.

ROSENBAUM & FRIEDMAN, NEW YORK AND SAN FRANCISCO.

Loss on cargo of the Commonwealth, captured by Florida.

(See ante, page CX)......

#### By the Florida-Shenandoah.

D. N. & E. WALTER, SAN FRANCISCO.  Loss on cargo of the Commonwealth, captured by Florida.  (See ante, page CX)	<b>\$</b> 4, 044 40
Letter from Lawson & Walker, transmitting memorandum	of loss.
H. WEBSTER & CO., NEW YORK AND SAN FRANCISCO.  Loss on cargo of the Commonwealth, captured by Florida.  (See ante, page CX)	<b>\$</b> 335 <b>5</b> 0
M. HELLER & BROS., SAN FRANCISCO.	
Loss on cargo of the Crown Point, captured by the Florida. (See ante, page CXXII)	<b>\$</b> 9,044 27
Letter from Lawson & Walker, N. Y., transmitting me of loss.	morandum
Letter from Lawson & Walker, transmitting memorando	ım of loss.
JOSEPH FRANK, SAN FRANCISCO.	
Loss on cargo of the Crown Point, captured by the Florida. (See ante, page CXXII)	<b>\$</b> 589 <b>76</b>
Letter from Lawson & Walker, transmitting memorandor DAVID B. KEMPTON, NEW BEDFORD, MASSACHUSETTS.	ım of loss.
Loss of 181 barrels oil on the Golconda, captured by the Florida. (See ante, page CXL)	12, 828 37 <u>1</u>
Letter from W. W. Crapo, transmitting claimant's sworn of facts.	statement
CHARLES H. GIFFORD, NEW BEDFORD, (EXECUTOR OF WM. GIF	FORD.)
Loss of oil on board the Golconda above insurance.	\$9,015 00
(See ante, page CXL)	φυ, 010 00

## BY THE SHENANDOAH.

of facts; copy of bill of lading.

Letter from W. W. Crapo, transmitting claimant's sworn statement

#### NILE.

Bark Nile of New London; — tons burden. Asa W. Fish, master. Owned by Thomas W. Williams, Adam F. Prentis, Albert G. Douglass, E. V. Stoddard, Henry P. Haven, Asa W. Fish, (deceased,) Jane O. Allyn, Richard H. Chapell, all of New London; Willetts & Co., Grinnell, Minturn & Co., of New York. Sailed from Honolulu April 4, 1865, on a whaling voyage in the Arctic Ocean. On 28th of June was captured and bonded by the Shenandoah. One hundred and twenty-one men from captured vessels were placed on board of the Nile, and she was ordered to proceed to San Francisco.

#### By the Shenandoah.

#### Claim.

O tatalati	
OWNERS.  Damages by breaking up of voyage  Prospective catch Expenses, wages of seamen, &c	68, 100 00
	92, 914 95

## List of papers.

Letter from Barling & Davis, transmitting Henry P. Haven's sworn statement of facts; copy of draft made by the master for supplies furnished the crew of the Nile; certified copy of marine protest.

#### PEARL.

Bark Pearl of New London; of 195 tons burden. Edwin P. Thompson, master. Owned by Charles L. Richards, of Norwich, Connecticut, §; Thomas T. Dougherty, of San Francisco, §. Sailed from Honolulu 28th December, 1864, on a whaling voyage to the Ochotsk Sea; and on 1st April, 1865, while lying at Ascension Island, was captured and burned by the Shenandoah.

#### Claim.

OWNERS.

Loss of vessel	\$10,000 00 17,000 00
Loss of prospective catch	
	97, 890 00
List of papers.	
OWNERS.	
Letter from W. W. Crapo, transmitting claimant's sworr certified copy of marine protest.	ı memorial ;
OWNERS OF WHALE-SHIP EUROPA, OF EDGARTOWN, MASSAC Damages on account of breaking up of the voyage of ship	HUSETTS.
by the Shenandoah	<b>\$35, 196 00</b>
Letter from Samuel Osborn, jr., transmitting statement and affidavit of S. W. Crosby relative to claim.	ent of loss,
OWNERS OF WHALE-SHIP SPLENDID, OF EDGARTOWN, MASS Damages on account of breaking up of the voyage of ship	ACHUSETTS.
• by the Shenandoah	\$61,400 00 =========
Letter from Samuel Osborn, jr., transmitting statem and affidavit of James Matchett relative to claim.	ent of loss,
OWNERS OF WHALE-SHIP ALMIRA, OF EDGARTOWN, MASSAC Damages on account of breaking up of the voyage of ship	HUSETTS.

Letter from Samuel Osborn, jr., transmitting statement of loss, and affidavit of William A. Martin relative to claim.

#### By the Shenandoah-Tacony.

OWNERS OF WHALING BARK RICHMOND, (C. L. RICHARDS & CO., DAVID K. TRIPP, ADMINISTRATOR, \(\frac{1}{4}\); WM. PHILLIPS & SON, \(\frac{1}{4}\).)  Damages by being compelled to take to Honolulu part of the crews of several vessels captured by the Shenandoah, thus breaking up the year's voyage	00
51,000 (	00
Letter from W. W. Crapo, transmitting claimants' and master sworn statements of facts.  GLIDDEN & WILLIAMS, BOSTON.  Loss on cargo of the Charter Oak, captured by the Shenandoah. (See ante, page CLXXXII)	
Letter from W. W. Crapo, transmitting claimants' sworn statemen of loss.	ıt
WILLIAMS & HAVEN, CHARLES A. WILLIAMS, ROBERT B. SMITH, AN ELIZA B. EDGAR, OF NEW LONDON.  Owning \( \frac{17}{3} \) of the whaling bark Catherine, destroyed by the Shenar doah. (See ante, page CLXXXI. Amended claim.)  Loss of vessel and cargo above insurance	n- )9
115, 347	<del>0</del>
Letter from Barling & Davis, transmitting Henry P. Haven's sword statement of facts; certified copy extended marine protest.  SAMUEL WILLETS, OWNING 3½ OF THE WHALING BARK CATHERINE.  (Amended claim. See ante, page CLXXXI.)  Loss of vessel and cargo	<b>3</b> 7
32,657 3	<del>-</del>
Tatton from Parling & Davig transmitting elaiment's statement	<u> </u>

Letter from Barling & Davis, transmitting claimant's statement of facts and two bills of sale of  $\frac{3}{3}$  interest.

## BY THE TACONY.

Letter from Barling & Davis, transmitting letter from claimants relative to claim; claimants' sworn memorial; certified copy of register; certified copy of marine protest; affidavits of Thos. D. Taylor and James W. Elwell relative to value of vessel; assignment by Oliver Bulkley, administrator estate of Moses Bulkley, deceased, Caroline Knapp, Louis L. S. Clearman, and Lothrop L. Sturges, administrator of estate of Charles D. Sturges, of their respective interests in claim to Wm. C. Sturges and Geo. M. Clearman.

## BY THE TALLAHASSEE.

Ω	117	ATE	RS	,
u	W.	$\mathbf{n}$	$\mathbf{n}$	٠.

Of schooner Vapor, (Wm. C. Sturges and Geo. M. Clearman,) captured by the Olustee. (See ante, page CCXXV.)

Damage to vessel, &c......\$11,300 00

Letter from Barling & Davis, transmitting; letter from claimants relative to claim; claimants's worn memorial; assignments by Lydia S. Scranton, executrix, William and Samuel Aymar, John P. Britton, Charles Penfield, and Wm. Morrison, executor of Harriet Wilson, of their respective interests in claim to Wm. C. Sturges and Geo. M. Clearman; certified copy of register.

Claims for increased war premium paid by owners to protect themselves against the capture of their property by the several insurgent cruisers.

CHARLES S. PENNELL, BRUNSWICK, MAINE.

For increased insurance premiums on several vessels... \$37,750 00

Letter from C. S. Pennell, transmitting statement of claim.

JAMES N. TARLTON, MEDFORD, MASSACHUSETTS.

For increased insurance premiums on several vessels... \$40,000 00

Letter from claimant stating claim.

WILLIAM C. PAINE, FOR MRS. PAINE, BOSTON, MASSACHUSETTS.

For increased insurance premiums on several vessels... \$6,000 00

DAVID OGDEN, NEW YORK.

For increased insurance premiums on several vessels... \$2,628 06

Letter from David Ogden, transmitting sworn statement of account; certified copy certificate of naturalization.

WILLIAM S. WHITLOCK, NO. 57 SOUTH STREET, NEW YORK.

Letter from William S. Whitlock, transmitting policy of insurance; assignment of claim by Henry W. Hubbell; sworn statement of account.

PACIFIC MUTUAL INSURANCE COMPANY, NEW YORK.

For increased insurance premiums on several vessels...\$131,953 00

Letter from A. L. Edwards, attorney, transmitting sworn memorial of president.

HOWES & CROWELL, BOSTON.

For increased insurance premiums on several vessels...\$56,453 49

Memorial of claimant and statement of claim. Digitized by GOOXIC

#### MISCELLANEOUS CLAIMS.

C. T. CHILD, PROVIDENCE, RHODE ISLAND.		
For increased insurance premiums on bark Coorong and cargo, paid the Atlantic Mutual Insurance Company	<b>\$</b> 2.40%	50
For increased insurance premium on bark Coorong, paid	<b>42,</b> ±02	00
the Neptune Insurance Company	201	00
For increased insurance premium on cargo of bark Alexine, paid the Atlantic Mutual Insurance Company	781	95
For increased insurance premium on bark Nellie Abbott,	101	20
paid Columbian Insurance Company	401	00
For increased insurance premium on bark Thalatta, paid	000	
Atlantic Mutual Company	302	50
Atlantic Mutual Insurance Company	252	50
For increased insurance premium on brig Lubra, paid		•
the New England Mutual Marine Insurance Company	281	00
For increased insurance premium on brig Lubra, paid the	163	ξΛ
Equitable Safety Insurance Company	100	30
Wells, paid New England Mutual Marine Insurance	•	
Company	766	00
For increased insurance premium on cargo of ship John	01	^^
Wells, paid Columbian Insurance Company	21	00
Total amount of C. T. Child's claim	5, 572	25
· ·		
Register, policy of insurance, and certified copy of invoice case, and one bill of lading of ship John Wells.  SUCHET MANRAN, PROVIDENCE, RHODE ISLAND.		
For increased premiums on ship Joshua Manran and cargo	<b>\$</b> 3 091	25
For increased premiums on ship Oroondates and cargo.	1. 516	75
For increased premiums on ship Merchant and cargo For increased premium on ship Helen Clinton and cargo	10, 138	98
For increased premium on ship Helen Clinton and cargo	8,624	25
	23, 371	23
Letter from Suchet Manran 2d, transmitting statement o	f accou	nt.
WILLIAMS & BARNES, NEW LONDON.		
For increased insurance premiums on several vessels and cargoes	12, 094	99
•		
Letter from claimants, transmitting sworn statement of fa orandum of increased insurance premiums.	.cts; me	em-
JAMES B. CUNNINGHAM, (FOR SELF AND OTHERS,) NEW YORK. For increased insurance premiums on cargoes of several vessels	<b>\$2,088</b>	04
•		
Letter from claimant, transmitting sworn statement of memorandums of increased insurance premiums paid.		and
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	_	

#### MISCELLANEOUS CLAIMS.

E. R. WISEWELL, NEW YORK.  For increased insurance premiums on cargoes of several	
vessels	<b>\$236 25</b>
Letter from claimant, transmitting his sworn statement G. H. MOORE, SAN FRANCISCO.	of loss.
For increased insurance premiums on cargoes of several vessels	<b>\$5, 117</b> 71
Letter from Lawson & Walker, New York, presenting cladar OAVID OGDEN, NEW YORK.	aim.
For increased insurance premiums on several vessels, freight, and cargoes	<b>\$4,776</b> 88
Letter from claimant, transmitting sworn statement of towners of ship victory and cargo.	
For increased insurance premiums on vessel, freight, cargo, and master's effects	\$2,514 00
Letter from David Ogden, agent, transmitting sworn st	atement of
OWNERS OF SHIP DREADNOUGHT AND CARGO.	•
For increased insurance premiums on vessel, freight, cargo, and master's effects	\$2,510 24
Letter from David Ogden, agent, transmitting sworn st loss.	tatement of
JAMES W. EWELL & CO., NEW YORK.  For increased premiums on cargoes of several vessels	<b>\$</b> 6, 261 25
Letter from David Ogden, transmitting J. W. Elwell's s ment of loss.	worn state-
C. C. & H. M. TABER, NEW YORK.	
For increased insurance premium on cargoes of several vessels	\$1,746 77
Letter from David Ogden, transmitting H. M. Taber's s ment of loss.	worn state
JAMES T. TAPSCOTT, NEW YORK.  For increased insurance premiums on cargoes of several vessels	<b>\$</b> 2, 212 25
Letter from David Ogden, transmitting claimant's s- ment of loss.	worn state-
RICHARD IRVIN & CO., NEW YORK.  For increased insurance premiums on cargoes of several vessels	<b>\$</b> 5, 089 <b>5</b> 5
Letter from David Ogden, transmitting Alexander P. Ir statement of loss.	vin's sworn

•
UNION MUTUAL MARINE INSURANCE COMPANY, NEW BEDFORD.
For increased insurance premiums paid several companies for reinsurance on several vessels
Letter from William W. Crapo, transmitting Charles W. Glifford'

sworn statement of increased premiums paid.

## ABNER H. DAVIS, BROOKLYN, NEW YORK.

For increased insurance premiums on several vessels..... \$1,603 33

Letter from William W. Crapo, transmitting Claimant's sworn statement of increased premiums paid.

#### O. & G. O. CROCKER, NEW BEDFORD.

For increased insurance premiums on several vessels.... \$22,811 60

Letter from William W. Crapo, transmitting G. O. Crocker's sworn statement of increased premiums paid.

#### ISAAC HOWLAND, JR., & CO., NEW BEDFORD.

For increased insurance premiums on several vessels.... \$11,640 23

Letter from William W. Crapo, transmitting Edward D. Mandell's sworn statement of increased premiums paid.

#### JAMES B. WOOD, & CO., NEW BEDFORD.

For increased insurance premiums on several vessels.... \$19,031 19

Letter from William W. Crapo, transmitting James B. Wood's sworn statement of increased premiums paid.

#### WILLETS & CO., NEW YORK.

For increased insurance premiums paid on several vessels. \$91,570 84

Letter from William W. Crapo, transmitting Daniel T. Willets's sworn statement of increased premiums paid.

#### SWIFT & ALLEN, NEW BEDFORD.

For increased insurance premiums on several vessels.... \$36, 427 50

Letter from William W. Crapo, transmitting J. Swift, jr., sworn statement of increased premiums paid.

#### EDWARD M. ROBINSON, (EXECUTORS OF.)

For increased insurance premiums on several vessels.... \$32,446 58

Letter from William W. Crapo, transmitting Henry A. Barling's sworn statement of increased premiums paid.

#### JOSEPH H. CORNELL, NEW BEDFORD, MASSACHUSETTS.

For increased insurance premiums on several vessels.... \$2,734 33

Letter from William W. Crapo, transmitting claimant's sworn statement of increased premiums paid.

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increased war premiums.	
CHARLES HITCH & SON, NEW BEDFORD.  For increased insurance premiums on several vessels \$3,225	3 00
Letter from William W. Crapo, transmitting Joshua C. Hitch's sw statement of increased premiums paid.	vorn
JOHN H. GLIFFORD, NEW BEDFORD.  For increased insurance premiums on bark Gratitude \$45	1 25
Letter from William W. Crapo, transmitting claimant's sworn somet of increased premiums paid.	tate-
EDWARD S. JONES, NEW YORK.  For increased insurance premiums on cargoes and vessels. \$8,569	2 73
Letter from Lawson & Walker, New York, transmitting me randum of increased premiums paid.	mo-
J. HELLER & BROS., NEW YORK AND SAN FRANCISCO.  For increased insurance premiums on several cargoes \$15, 13	0 95
Letter from Lawson & Walker, New York, transmitting me randum of increased premiums paid.	emo-
BUCKLIN, CRANE & CO., NEW YORK.  For increased-insurance premiums on several vessels and cargoes	9 91
Letter from claimants, transmitting sworn memorial of Frederic Farley, member of the firm; letter from Brown Bros. & Co., tive to claim; letter from Samuel G. Ward, relative to classworn statements of several insurance companies of increpremiums paid them by Bucklin & Crane.	rela- aim :
L. DOWNING & SONS, CONCORD, NEW HAMPSHIRE.  For increased insurance premiums on cargoes of several vessels	1 50
Letter from Samuel C. Eastman, transmitting sworn statemen facts and schedule of increased premiums paid.	it of
EDWIN THOMPSON, BOSTON.	
For increased insurance premiums on cargoes of several vessels	2 13
Letter from Samuel C. Eastman, transmitting claimant's systatement of facts and schedule of increased premiums paid.	worn
MARY T. OSBORN, (EXECUTRIX OF S. OSBORN,) EDGARTOWN, MASSAUSETTS.	CHU-

Letter from Samuel Osborn, jr., transmitting sworn memorandum of increased premiums paid. Digitized by Google

For increased insurance premiums on several vessels.... \$1,201 00

## CCXXXVIII MISCELLANEOUS CLAIMS.

For increased insurance premiums on several vessels \$3, 244 47
Letter from Samuel Osborn, jr., transmitting sworn memorandum of increased premiums paid.
SNOW & BURGESS, NEW YORK. For increased insurance premiums
Sworn memorial of Joseph S. Burgess; schedule of increased premiums paid.
OLYPHANT & CO., NEW YORK. For increased insurance premiums
Sworn memorial of Geo. W. Talbott; sworn schedule of increased premiums paid.
THOMAS RIGNEY, NEW YORK. For increased insurance premiums
Claimant's sworn memorial; and sworn schedule of increased premiums paid.
WM. WHITLOCK, JR., NEW YORK. For increased insurance premiums
Claimant's sworn memorial; and sworn schedule of increased premiums paid.
CAMPBELL & THAYER, NEW YORK. For increased insurance premiums
Sworn memorial of Geo. W. Campbell; sworn schedule of increased premiums paid.
WM. H. NEWMAN & CO., NEW YORK. For increased insurance premiums
Sworn memorial of W. H. Newman; sworn schedule of increased premiums paid.
WILSON & BROWN, NEW YORK. For increased insurance premiums
Sworn memorial of Wm. S. Wilson; sworn schedule of increased premiums paid.
EDMUND MAXFIELD, NEW BEDFORD. For increased insurance premiums
Letter from W. W. Crapo, transmitting sworn schedule of increased premiums paid.
WILLIAM WATKINS, NEW BEDFORD. For increased insurance premiums
Letter from W. W. Crapo, transmitting sworn schedule of increased premiums paid.

\$846 20	SAMUEL B. HAMLIN, NEW BEDFORD. For increased insurance premiums
edule of increased	Letter from W. W. Crapo, transmitting sworn schedul premiums paid.
\$451 25	HENRY F. THOMAS, NEW BEDFORD.  For increased insurance premiums
edule of increased	Letter from W. W. Crapo, transmitting sworn schedu premiums paid.
\$3,764 15	GEORGE H. DUNBAR, NEW BEDFORD.  For increased insurance premiums
edule of increased	Letter from W. W. Crapo, transmitting sworn schedul premiums paid.
\$4,150 21	CHARLES E. HAWES, NEW BEDFORD. For increased insurance premiums
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\$833 84	CHRISTOPHER A. CHURCH, NEW BEDFORD.  For increased insurance premiums
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<b>\$3,576 05</b>	JAMES HENRY HOWLAND, NEW BEDFORD.  For increased insurance premiums
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\$2,531 25	MUTUAL MARINE INSURANCE COMPANY, NEW BEDFORD. For increased insurance premiums
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\$1,326 97	THOMAS COOK, NEW BEDFORD.  For increased insurance premiums
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\$5,193 00	DAVID B. KEMPTON, NEW BEDFORD.  For increased insurance premiums
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\$976 25	ABRAHAM DELANO, NEW BEDFORD.  For increased insurance premiums
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Letter from Lawson & Walker transmitting memorandur	n of loss

# ADDITIONAL PAPERS FILED IN CLAIMS BEFORE STATED.

- WASHINGTON MARINE INSURANCE COMPANY, NEW YORK.

  Letter from Anthony & Chew, transmitting certified copy of assignment of above insurance company to Anthony E. Chew.
- CHARLES H. LYON, (DANIEL TROWBRIDGE, CAPTURED BY SUMTER.) Claimant's amended sworn memorial.
- SUPPLY C. THWING, BOSTON, FOR LOSS OF THE EXPRESS. (See ante, page LXXXII.

  Certificate of valuation of the vessel from the Boston board of underwriters, corroborated by James Sturgis, agent of Lloyds, and Eben Howes, surveyor for the Veritas.
- OWNERS OF THE SHIP T. B. WALES. (See aute, page LXXXII.)

  Certificate of William A. Wellman relative to value of cargo as per copies of invoices annexed; affidavit of B. F. Delano and J. T. Foster relative to value of vessel; affidavit of Thomas R. Cummius relative to value of cargo owned by Thomas B. Wales & Co.
- OWNERS OF THE SHIP WINGED RACER. (See ante, page CII.)
  Letter from Evarts, Southmayd & Choate, transmitting affidavits
  of Augustus F. Berrian and John Ogden relative to value of
  vessel.

#### Additional papers.

OWNERS OF THE SHIP NORA. (See ante, page LV.)
Letter from George B. Upton, transmitting amended claim, changing the amount thereof from \$80,000 to \$60,000 above insurance; also adding nine years' compound interest at 6 per cent; claimants' memorial; certified copies of master's protest, and marine extended protest of master and seamen; certified copy of register.

OWNERS OF THE SHIP GOLDEN EAGLE, DESTROYED BY THE ALABAMA. (See ante, page XXXIV.)
Letter from Barling & Davis, transmitting certified copy of bill of

lading; certified copy of charter party; certificates of A. F. Berrian and Charles F. Elwell as to value of ship.

T. B. WALES & CO., OWNERS, FOR DAMAGES TO THE SHIP MORNING STAR. (See ante, page LV.)

Letter from claimants reducing their claim from \$7,744, as stated on page LV, to.£1,160, and inclosing affidavit of George Croshaw. of London, relative to value of vessel.

BROWN & ESTES, FOR LOSS ON CARGO OF THE COMMONWEALTH. (See ante, page CX.)

Letter transmitting amended memorial; copies of two bills of lading.

N. B.—In the summary of claims below stated, the whole amount of the claims filed in this Department on and before October 25, 1871, for the damage to each particular vessel and its cargo is included.

## Summary of amounts of claims filed for losses on each vessel.

#### BY THE ALABAMA.

Alert	\$202,726 41
Altamaha	48,000 60
Amanda	69,853 01
Amazonian	126, 902 82
Anna F. Schmidt	271,890 72
Ariel	10, 344 65
Baron de Castine	1,500 00
Benjamin Tucker	179, 345 06
Brilliant	123, 237 83
Charles Hill	45, 275 93
Chastelaine	11,670 55
Conrad	94, 241 00
Contest	42,865 97
Courser	12, 462 53
Crenshaw	27, 474 49
Dorcas Prince	59, 814 60
Dunkirk	39, 882 24
Elisha Dunbar	150, 894 65
Emma Jane	95, 557 34
Express	76, 108 75
Golden Eagle	113, 522 50
Golden Rule	82, 036, 47
HighlanderDigitized	d by (191) 171   00
-	, 0

## CCXLIV SUMMARY OF AMOUNTS OF CLAIMS.

Jabez Snow	<b>\$140,008 00</b>
John A. Parks	126, 517 50
Justina	7,000 00
Kate Cory	56, 334 00
Kingfisher	31, 952 17
Lafayette	113, 290 42
Lafayette (2)	88, 946 00
Lamplighter	27, 500 00
Lauretta	27, 950 00
Levi Starbuck	236, 672 50
Louise Hatch	85, 380 00
Manchester	143, 305 92
Martaban	52, 922 25
Morning Star	7,744 00
Nora	83,500 00
Nye	104, 936 00 168, 946 03
Ocean Rover	419, 350 00
Olive Jane	69, 839 53
Palmetto	22, 833 33
Parker Cook.	26, 064 56
Rockingham	216, 955 55
Sea Bride	143,638 12
Sea Lark.	342, 917 27
S. Gildersleeve.	35,000 00
Sonora	89, 044 44
Starlight	6, 520 00
Talisman	187, 405 00
Thomas B. Wales	221, 893 24
Tycoon	434, 818 03
Union Jack	161, 513 70
Virginia	167, 500 00
Wave Crest	59, 264 10
Weather-Gauge	11,545 54
Winged Racer	341, 823 54
•	<u> </u>
Total	6, 547, 609 86
	<del></del>
BY THE BOSTON.	
Texana	<b>\$400 00</b>
	<del></del>
BY THE CHICKAMAUGA.	
Emma L. Hall.	<b>\$00 001 00</b>
M. L. Potter	\$22, 921 00 2, 750 00
Shooting Star	69, 983 85
Suburing Sual	
Total	95, 654 85
AUXXI	
· DV THE CLAPENCE (See and on Planta after Talind	- \

## · BY THE CLARENCE, (See under Florida after Zelinda.)

## BY THE FLORIDA.

Aldebaran	<b>\$24,556</b>	85
Anglo-Saxon	G42,710	79

SUMMARY OF AMOUNTS OF CLAIMS.	CCX	LV
Avon	\$223, 201	40
B. F. Hoxie	98, 000	
Clarence	19, 400	
Commonwealth	383, 509	93
Corris Ann	1,000	00
Crown Point	352, 950	52
Electric Spark	356, 060	<b>40</b>
Estelle	4,000	00
General Berry	815	
George Latimer	28,600	
GolcondaGreenland	139, 301	31
	16, 725 10, 500	00
Harriet Stevens	64, 806	94
Jacob Bell	385, 145	
Lapwing	75, 000	
M. J. Colcord	100, 490	
Mondamin	21, 929	
Oneida	453, 684	61
Red Gauntlet	137, 775	94
Rienzi	8, 487	00
Southern Cross	65, 000	
Star of Peace.	480, 984	60
Wm. B. Nash	60, 349	
William C. Clark	5,000	
Windward	3, 953 36, 000	
Zelinda	14, 520	00
· · · · · · · · · · · · · · · · · · ·	,	ŅŪ
BY THE TACONY, (A TENDER OF THE FLORIDA	A.)	
Ada	<b>\$5,300</b>	00
Byzantium	2,548	09
Elizabeth Ann	8, 100	00
Goodspeed	36, 293	30
Marengo	7, 296	
Rufus Choate	8, 325	
Umpire	8, 450 7, 839	00
wanuciti		<del></del>
Total	3, 698, 609	34
BY THE GEORGIA.	•	
	<b>\$</b> 76, 625	Δ
Bold HunterConstitution	50,000	<b>M</b>
Dictator	126, 570	
George Griswold	30, 000	00
Good Hope	100, 781	50
· ·	000.050	
Total	383, 976	50 <del></del>
BY THE NASHVILLE.		
TA ALLM MODELLIMES		

## CCXLVI SUMMARY OF AMOUNTS OF CLAIMS.

## BY THE RETRIBUTION.

DI THE RETRIBUTION.	
Emily Fisher	\$18,704 52
Emily Fisher	1,630 00
ALUMOVOI	2,000 00
Total	90 224 50
10031	20, 334 52
	•
BY THE SALLIE.	
Betsey Ames	\$5,540 00
Doug Times	40,010 00
	<del></del>
DV WILL CITEMANDO LIE	
BY THE SHENANDOAH.	
Abigail	<b>\$244, 683 20</b>
Alina	86, 817 43
Almira	61, 400 00
Australia	22,500 00
Brunswick	126, 284 50
	001 200 11
Catherine	201, 809 11
Charter Oak	32, 689 56
Congress	184, 902 00
Covington	127, 964 40
Delphine	93, 100 00
D. Godfrey	70, 988 00
Edward	209, 681 00
Edward Carey	109, 582 70
Euphrates	179, 911 50
	35, 196 00
Europa	040 050 44
Favorite	240, 958 44
General Pike	76, 148 76
General Williams	376, 934 75
Gipsey	152, 149 75
Hector	202, 971 80
Hillman	158, 176 75
Isaac Howland	379, 922 00
Isabella	297, 237 00
James Maury	73, 039 43
Jireh Swift	225, 880 75
Tirrie M Steer	42, 257 50
Lizzie M. Stacey	200 050 00
Martha	303, 858 98
Milo	144, 648 50
Nile	92, 914 95
Nassau	241, 574 50
Nimrod	275, 919 87
Pearl	97, 890 00
Richmond	51,000 00
Sophia Thornton	138, 384 31
Splendid	61, 400 00
	14, 500 00
Susan	227, 848 37
Susan Abigail	000 E19 OF
Waverly	228, 513 25
William Thompson	290, 843 75
William C. Nye	305, 837 50
Total	6, 488, 320 31
	Carrela-

SIIMMARY	OF	AMOUNTS	OF	CT.ATMS

CCXLVII

## BY THE SUMTER.

Daniel Trowbridge.  Eben Dodge.  Joseph Parks.	\$7,645 83 2,250 00 800 00
Total	10, 695 83
BY THE TALLAHASSEE.	
Adriatic	<b>\$207,740</b> 87
A. J. Bird	24, 569 00
Arcole	70, 160 00
Atlantic	10,000 00
Empress Theresa	
Glenavon	114,000 00
Howard	13, 000 00
Josiah Achom	7,500 00
James Funck	24,000 00
James Littlefield	3,000 00
Lamont Du Pont	680 00
North America	5, 500 00
Roan, amount not stated.	.,
Spokane	8,500 00
T. D. Wagner	25,000 00
Vapor	12,305 68
William Bell	24, 000 00
Total	579, 955 55

## Summary of claims filed for losses by the several cruisers.

v.	By the Alabama	<b>\$6,547,609</b>	86
	By the Boston	400	
,	By the Chichamauga	95, 654	
•	By the Florida	3, 698, 609	
	By the Georgia	383, 976	
	By the Nashville	69, 536	
	By the Retribution	20, 334	
	Dr. the Gallie		
/	By the Sallie	5, 540	
~	By the Shenandoah	6, 488, 320	31
	By the Sumter	10,695	
	By the Tallahassee	579, 955	
	Total	17, 900, 633	46
	Total		
	For losses from increased war premiums	1, 120, 795	15
		19, 021, 428	61
		10,021, 120	VΙ

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